

2021 Session Review



May 10th, 2021

Brian Enslow, Arbutus Consulting
w/ Aaron Lande, Policy and Program Manager

Legislative Agenda Review

- Capital Budget:

Fourth Plain Commons Phase 2. **Funded, \$1.26 million.**

U.S. Grant House Re-Roofing Project. **Funded \$140,000.**

- Pursue options to help increase community access and affordability to broadband.
- Help ensure that housing projects are affordable and available; develop additional resources to address housing instability.
- Secure I-5 Bridge Funding.
- Improve City Infrastructure.

Legislative Agenda: I-5 Bridge Funding

No New Transportation Revenue

- \$1.0 billion and 1.2 billion in the budget proposals respectively for the I-5 Bridge Replacement Project.
- Both the House and Senate revenue proposals would have generated roughly \$17-22 billion over sixteen years and relied on revenues from a cap-and-invest proposal, gas tax increases along with several other revenue sources.
- Speculation that Revenue Package discussion may resume in the near future.

Housing and Homelessness Budget enhancements

- Rent and utility assistance for low-income tenants. (\$658 million)
- Additional document recording fee created by HB 1277. Funds existing programs as well as dedicates \$88.7 million for the newly created Eviction Prevention Rental Assistance Program. (\$292 million)
- Housing, homelessness, and utility assistance programs, such as Homeowner Assistance Fund and the Low-Income Home Energy Assistance Program. (\$310.4 million)
- Housing and Essential Needs is provided one-time funding to serve approximately 1,700 additional clients. (\$23.9 million)

Housing and Homelessness Policy

Planning for Low Income Housing and Shelters (HB 1220)

- Requires GMA jurisdictions to address extremely low-income housing, moderate density housing options, and racially disparate impacts and displacement in the housing element of the comprehensive plan.
- Prohibits Cities from banning indoor emergency shelters and indoor emergency housing in any zones where hotels are allowed, except for cities that have an adopted ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones.

Housing and Homelessness Policy continued...

Affordable Housing Incentives (SB 5287)

- Authorizes a 12-year extension of existing 8-year and 12-year Multi-Family Property Tax Exemptions (MFTEs).
- Establishes a new 20-year property tax exemption for the creation of permanently affordable homes; properties must sell or rent 25 percent of the units to non-profit organizations or local government partners that assure permanently affordable homeownership.

Economic Development Budget Enhancements

- Small Business Assistance Grants through the Working Washington Grant program. (\$50 million)
- Small Business Credit Initiative provides access and other credit support programs. (\$138 million)
- Tourism Marketing Funding is provided for tourism marketing services to assist in the economic recovery of tourism-related business and increase Washington's tourism market share. (\$12 million)
- Unemployment Insurance Tax Relief provides relief for unemployment insurance taxes in calendar year 2022 for businesses most heavily impacted. (\$500 million)

Economic Development Legislation

Tax Increment Financing (TIF) (HB 1189)

- Authorizes local governments to designate tax increment financing areas and to use increased local property tax collections to fund public improvements.
- A local government may designate up to two TIF areas and use resulting tax allocation revenues to pay for public improvement costs.
- Total assessed value of TIF areas may not exceed \$200 million.

Economic Development Legislation

Revised State Main Street Program (HB 1279)

- The program was modified to respond to the impacts of Covid, resulting in VDA to raise an additional \$60,000.

Promoting Manufacturing Employment (HB 1170)

- Includes funding for grants to accelerate the development of regional clusters in manufacturing and research and development.

Broadband Funding and Legislation

- \$400 million for broadband programs largely from Federal money
- HB 1457 (Rep. Wylie) makes it the policy of the state that limited access highway rights-of-way be used to accommodate the deployment of broadband facilities and requires WSDOT to provide broadband facility owners with information about planned highway projects.
- HB 1336 creates and expands authority for local governments, to provide retail telecommunication services.
- SB 5383 only allows a PUD or a port district to provide retail telecommunications services to an end-user in an unserved area if it is notified by the office that an existing service provider has not filed an objection and a broadband service plan

Community Policing: Blake SB 5476

- Establishes possession of a controlled substance as a misdemeanor.
- Requires law enforcement officers who encounter an individual in possession of a controlled substance to offer a diversion to seek a substance use disorder assessment and treatment services.
- The ability to charge an individual with a misdemeanor expires July 1, 2023, and state law will automatically revert to whatever the law states on that date.
- The Washington State Health Care Authority (HCA) is charged with establishing a recovery services advisory committee to create a substance use recovery services plan.

Community Policing: Tactics HB 1054

- Prohibits the use of a chokehold or neck restraint on another person.
- States that tear gas may not be utilized unless necessary to alleviate a present risk of serious harm posed by a riot, barricaded subject, or a hostage situation
- Limits vehicular pursuit when there is probable cause to believe a person has committed an escape or when there is reasonable suspicion a person has committed a driving under the influence offense; and requires the person being pursued to pose an imminent threat to the safety of others.

Community Policing: Other

- HB 1310 allows officers to use physical force against another person when necessary to protect against criminal conduct where there is probable cause to make an arrest; and limits the use of deadly force against another person only when necessary to protect against an imminent threat of serious physical injury or death to the officer or another person.
- HB 1267 establishes the Office of Independent Investigations (OII) which would investigate serious use of force incidents and criminal acts by a law enforcement officer that merit the filing of criminal charges.
- SB 5066 requires law enforcement officers to intervene and report any use of excessive force by another officer.

Climate Change Legislation

- SB 5126 establishes a program for capping emissions from certain covered entities and investing emission allowance auction proceeds in certain programs, projects, and activities, beginning January 1, 2023. The bill is the first in the country to pave the way to net-zero carbon emissions by the year 2050.
- HB 1091 directs the Department of Ecology to establish a Clean Fuels Program to limit the aggregate, overall greenhouse gas emissions per unit of transportation fuel energy to 10% below 2017 levels by 2028 and 20% below 2017 levels by 2035.
- Both passed the Legislature with transportation linkage language that delayed compliance implementation until at least a five-cent gas tax was approved for additive transportation

Questions?

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

Brian Enslow, Arbutus Consulting
360.489.8121
brian@arbutusllc.com



Staff Report 067-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/10/2021

SUBJECT Professional Service Agreements for On-call Water Engineering Design Services

Key Points

- On-call, task order contracts allow for the efficient procurement of scope-specific professional assistance during times of peak workload.
- A Request for Qualifications (RFQ) was issued by the City for water system planning and design with responses received by nineteen firms.
- Responses were evaluated and ten firms were selected to provide on-call water system planning and design services in six separate categories of work.
- The contracts will be in place for a period of five years, with varying task order specific amounts to be determined dependent on the category of work and specific work needed.

Strategic Plan Alignment

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

Present Situation

The City's 2016 Comprehensive Water System Plan identified numerous capital projects requiring completion over the next five years. Several of these projects are either large enough or very specialized in nature, requiring planning and/or design assistance to supplement current engineering staff.

The City issued an RFQ for on-call water engineering planning and design services in December 2020 and received nineteen responses in February 2021. Projects requiring consulting services have been broken out into six unique categories of work including: Planning and Design of Water Storage, Transmission and Distribution Systems; Planning and Design of Water Production and Treatment Systems; Water System Planning and Modeling; SCADA, Control and Electrical System Planning, Design and Integration; Groundwater Hydrogeology, Well Design and Water Rights; and Regulatory Compliance. Consultants were asked to submit responses for all the

categories that fall within their specific range of qualifications. Each category was reviewed by a different review committee. After a review of all responses, the evaluation committees selected ten consultants for on-call professional service contracts. Water Engineering staff proposes to execute each contract for five years in the amounts and categories shown below.

Engineering Firm	Contract Amount	Work Categories
RH2	\$1,500,000	1. Water System Planning and Modelling 2. Water Production and Treatment System Design
Gray & Osborne Inc.	\$1,500,000	1. Water System Planning and Modelling 2. Water Production and Treatment System Design
Brown & Caldwell	\$1,000,000	2. Water Production and Treatment System Design
Murraysmith	\$500,000	3. Water Storage, Transmission and Distribution System Design
Jacobs Engineering Group	\$1,000,000	4. SCADA, Control and Electrical System Planning, Design and Integration
Elcon Associates, Inc	\$600,000	4. SCADA, Control and Electrical System Planning, Design and Integration
GSI Water Solutions, Inc	\$1,200,000	5. Groundwater Hydrogeology, Well Design and Water Rights
Robinson Noble, Inc.	\$1,200,000	5. Groundwater Hydrogeology, Well Design and Water Rights
HDR Engineering Inc.	\$1,000,000	3. Water Storage, Transmission and Distribution System Design 6. Regulatory Compliance
Confluence Engineering Group, LLC	\$1,200,000	6. Regulatory Compliance

Utilizing on-call contracts for projects allows the City flexibility in staffing projects during times of peak workload or where specialty services are required.

Advantage(s)

1. Provides immediate water engineering planning and design services needed to assist City staff with the execution of both planned and unexpected projects.
2. Provides maximum flexibility to water engineering staff to ensure all projects are adequately and professionally staffed.
3. Establishing on-call contracts now and subsequent task orders as needed reduces staff time required to facilitate the consultant hiring process for each task.
4. Allows for the hiring of consultants that are specialized in specific fields that meet project needs of the water utility.

Disadvantage(s)

Using consultants can be more costly than using City staff; however, the short-term nature of on-call task assignments creates an as-needed, short-term supplement to City staff during peak workloads at a reasonable cost.

Budget Impact

Projects identified for completion are within the City's Six-Year Capital Improvement Program. Expenditures for task orders executed from these on-call contracts will be funded from the applicable project's budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute Professional Service Agreements with Murraysmith, Brown & Caldwell, RH2, Gray & Osborne, Jacobs Engineering, Elcon Associates, GSI Water Solutions, Robinson Noble, HDR Engineering, and Confluence Engineering Group for water engineering planning and design services on an as-needed basis for five years with not-to-exceed amounts as indicated above; and authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Tyler Clary, Water Engineering Program Manager, 306-487-7169

ATTACHMENTS:

- ▣ Brown & Caldwell
- ▣ Confluence
- ▣ Elcon
- ▣ Gray & Osborne
- ▣ GSI
- ▣ HDR
- ▣ Jacobs
- ▣ MurraySmith
- ▣ RH2
- ▣ Robinson Noble

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #2 WATER PRODUCTION AND TREATMENT SYSTEM DESIGN

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 S Macadam Ave, Suite 200, Portland OR 97239.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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 professional engineering services on an as-needed basis for planning and/or design of drinking water system related projects per RFQ No. 1-21 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 at the rates attached. Payment for these services shall not exceed \$1,000,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 1-21 and RFQ No. 1-21.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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 portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

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

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

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than 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. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

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

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

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

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

14. Notices.

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

City:

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

Contractor:

Kelly Kimball, P.E.
Brown and Caldwell
6500 S Macadam Ave, Suite 200
Portland, OR 97239

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Brown and Caldwell

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #6 REGULATORY COMPLIANCE

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 Confluence Engineering Group LLC hereinafter referred to as "Contractor", whose address is 517 Northeast 92nd Street, Seattle, WA 98115.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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.

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1. Statement of Work.

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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 at the rates attached. Payment for these services shall not exceed \$1,200,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

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3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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 portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the

City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than two million dollars (\$2,000,000) for each occurrence and not less than two million dollars (\$2,000,000) 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. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than two million dollars (\$2,000,000) per occurrence and aggregate.

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 an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

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

City:

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

Contractor:

Alex A Mofidi
Confluence Engineering Group
517 Northeast 92nd Street
Seattle, WA 98115

15. Amendments.

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

16. Scope of Agreement.

This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior

understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Confluence Engineering Group LLC

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #4 SCADA, CONTROL AND ELECTRICAL SYSTEM PLANNING, DESIGN AND INTEGRATION

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 Elcon Associates, Inc. hereinafter referred to as "Contractor", whose address is 15220 NW Geenbrier Pkwy, Suite 380, Beaverton, OR 97006.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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 professional engineering services on an as-needed basis for planning and/or design of drinking water system related projects per RFQ No. 1-21 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 at the rates attached. Payment for these services shall not exceed \$600,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 1-21 and RFQ No. 1-21.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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 portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the

City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

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

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

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than 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. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

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

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

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

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

14. Notices.

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

City:

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

Contractor:

Brett Harsha
Elcon Associates, Inc.
15220 NW Greenbrier Pkwy, Suite 380
Beaverton, OR 97006

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City

receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Elcon Associates, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #1 WATER UTILITY PLANNING AND MODELLING AND
CATEGORY #2 WATER PRODUCTION AND TREATMENT SYSTEM DESIGN

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 1130 Rainier Ave. S. Suite 300, Seattle, WA 98144.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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 professional engineering services on and as-needed basis for planning and/or design of drinking water system related projects per RFQ No. 1-21 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 at the rates attached. Payment for these services shall not exceed \$1,500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 1-21 and RFQ No. 1-21.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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 portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the

City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

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

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

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than 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. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

i. 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.

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

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

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

14. Notices.

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

City:

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

Contractor:

Russell Porter
Gray & Osborne, Inc.
1130 Rainier Ave, S., Suite 300
Seattle, WA 98144

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is

licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Gray & Osborne, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #5 GROUNDWATER HYDROGEOLOGY, WELL DESIGN AND WATER RIGHTS

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 GSI Water Solutions, Inc. hereinafter referred to as "Contractor", whose address is 55 SW Yamhill St., Suite 300, Portland, OR 97204.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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 professional engineering services on and as-needed basis for planning and/or design of drinking water system related projects per RFQ No. 1-21 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 the standard of care exercised by groundwater and water rights professionals under similar circumstances in the locality and at the time in which its services are performed. 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 at the rates attached. Payment for these services shall not exceed \$1,200,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 1-21 and RFQ No. 1-21.

3. Relation of Parties.

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

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States.

Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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 portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

Contractor agrees to indemnify, 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 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 two million dollars (\$2,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

i. 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.

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

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

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

14. Notices.

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

City:

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

Contractor:

Ronan Igloria
GSI Water Solutions, Inc.
55 SW Yamhill St., Suite 300
Portland, OR 97204

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City

receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

GSI Water Solutions, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #3 WATER STORAGE, TRANSMISSION AND DISTRIBUTION SYSTEM DESIGN
CATEGORY #6 REGULATORY COMPLIANCE

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 Ave, Suite 1800, Portland, OR 97204-1151.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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 professional engineering services on an as-needed basis for planning and/or design of drinking water system related projects per RFQ No. 1-21 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 at the rates attached. Payment for these services shall not exceed \$1,000,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 1-21 and RFQ No. 1-21.

3. Relation of Parties.

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

4. E-Verify.

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States.

Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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 portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the

City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

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

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

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than 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. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

i. 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.

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

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

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

14. Notices.

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

City:

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

Contractor:

Tracy Ellwein
HDR Engineering, Inc.
1050 SW 6th Ave, Suite 1800
Portland, OR 97204-1151

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City

receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

HDR Engineering, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #4 SCADA, CONTROL AND ELECTRICAL SYSTEM PLANNING, DESIGN AND
INTEGRATION

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Jacobs Engineering Group, Inc. hereinafter referred to as "Contractor", whose address is 2020 SW 4th Avenue, Suite 300, Portland, OR 97201.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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 professional engineering services on an as-needed basis for planning and/or design of drinking water system related projects per RFQ No. 1-21 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. The standard of care applicable to Contractor's services will be the care and degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task order, unless amended per Section 15 of this Agreement. Such compensation may be amended for documentable circumstances not reasonably foreseeable to either party at the time the task order is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must adhere to the requirements set forth in this Agreement.

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

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

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 1-21 and RFQ No. 1-21.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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.

Reuse by the City, of any such work product, not occurring as a part of this Contract, shall be without liability or legal exposure to the Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor

is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) for each occurrence and 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 current ISO additional insured endorsement and Completed Operations endorsement 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 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 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. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

i. 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.

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

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

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

14. Notices.

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

City:

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

Contractor:

Brittany Hughes, P.E.
Jacobs Engineering Group Inc.
2020 SW 4th Avenue, Suite 300
Portland, OR 97201

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Ch 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City

receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Jacobs Engineering Group Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #3 WATER STORAGE, TRANSMISSION AND DISTRIBUTION SYSTEM DESIGN

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 Murraysmith hereinafter referred to as "Contractor", whose address is 400 E Mill Plain Blvd, Suite 400, Vancouver WA 98660.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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 professional engineering services on an as-needed basis for planning and/or design of drinking water system related projects per RFQ No. 1-21 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 at the rates attached. Payment for these services shall not exceed \$500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 1-21 and RFQ No. 1-21.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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 portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

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

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

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than 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. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

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

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

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

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

14. Notices.

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

City:

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

Contractor:

Brent Gruber, PE
Murraysmith
400 E Mill Plain Blvd, Suite 400
Vancouver, WA 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 Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

20. Public Disclosure Compliance.

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

attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Murraysmith

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #1 WATER UTILITY PLANNING AND MODELLING
CATEGORY #2 WATER PRODUCTION AND TREATMENT SYSTEM DESIGN

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 RH2 Engineering, Inc. hereinafter referred to as "Contractor", whose address is 5335 Meadows Road, Suite 420, Lake Oswego, OR 97035.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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 professional engineering services on an as-needed basis for planning and/or design of drinking water system related projects per RFQ No. 1-21 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 at the rates attached. Payment for these services shall not exceed \$1,500,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 1-21 and RFQ No. 1-21.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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. Reuse of any documents without authorization of the Contractor and other than as intended for this Agreement shall be without liability to the Contractor.

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

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

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

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

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than two million dollars (\$2,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

i. 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.

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

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

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

14. Notices.

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

City:

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

Contractor:

Kyle Pettibone, PE
RH2 Engineering, Inc.
5335 Meadows Road, Suite 420
Lake Oswego, OR 97035

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
RH2 Engineering, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. _____
ON-CALL WATER SYSTEM PLANNING & DESIGN SERVICES
CATEGORY #5 GROUNDWATER HYDROGEOLOGY, WELL DESIGN AND WATER RIGHTS

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 Robinson Noble, Inc. hereinafter referred to as "Contractor", whose address is 2105 South C Street, Tacoma, WA 98402.

WHEREAS, the City desires to engage the Contractor to provide on-call professional engineering services for planning and/or design of drinking water system related projects and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFQ) No. 1-21, Contractor's proposal to said RFQ; and City Council's approval on May 10, 2021_of Staff Report No.067-21; 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 professional engineering services on an as-needed basis for planning and/or design of drinking water system related projects per RFQ No. 1-21 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 at the rates attached. Payment for these services shall not exceed \$1,200,000.00 unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFQ No. 1-21 and RFQ No. 1-21.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of June 1, 2021. It is agreed services hereunder shall be completed by May 31, 2026.

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 portion of the work completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than two million dollars (\$2,000,000) 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. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against any and all claims for damages to person or property which may arise out of the performance of this Contract

whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than one million dollars (\$1,000,000) combined single limit.

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 an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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

14. Notices.

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

City:

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

Contractor:

Joseph E. Becker
Robinson Noble, Inc.
2105 South C Street
Tacoma, WA 98402

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

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, State or local department or agency.

23. Nondiscrimination.

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

This Contract is effective as of the last signature dated below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Robinson Noble, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report 068-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/10/2021

SUBJECT Agreement with Washington State University for Safe Pest Control Workshop

Key Points

- The City of Vancouver received grant funding from Washington Department of Ecology to conduct webinars for targeted pollution prevention tips.
- Water quality can be adversely affected from improper pesticide application near stormwater facilities.
- Washington State University (WSU) will develop and implement webinars on safe pest control and natural yard care through their Master Gardener Program.

Strategic Plan Alignment

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

Present Situation

In January 2021, the City of Vancouver received grant funding to conduct webinars and develop marketing materials for pollution prevention tips including Safe Pest Control workshops to Vancouver residents and businesses. These programs provide environmentally responsible information for landscaping and pest control that protect surface and ground water resources.

The Safe Pest Control workshop webinars will be developed and conducted by WSU's Master Gardener Program to provide information and resources to multi-family property managers for environmentally responsible alternatives for integrated pest management and natural yard care.

The Master Gardener Program is recognized as a trusted community resource in environmental stewardship and education. A partnership with this program ensures information is developed and presented by technical experts.

Advantage(s)

1. This agreement will develop and implement two webinars for multi-family property managers on safe pest control and natural yard care.
2. This agreement is fully funded within the grant scope and requires no local match or on-going costs.

Disadvantage(s)

None

Budget Impact

There is no local funding match or ongoing costs required.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute an Interagency Agreement with the Washington State University to develop and conduct webinars per the Agreement.

Annette Gruffy, Engineering Program Manager 360-487-7190; Kris Olinger, Senior Civil Engineer 360-487-7188

ATTACHMENTS:

- ▣ Interagency Agreement



**SPONSORED RESEARCH PROJECT AGREEMENT
ORSO # 140741-001**

1. PARTIES

This Agreement is made and entered into by and between Washington State University (WSU), an institution of higher education and agency of the state of Washington, and the City of Vancouver, Washington (Sponsor). In this Agreement, the above entities are jointly referred to as Parties and individually as Party.

2. PURPOSE

This Agreement provides the terms and conditions for a sponsored project which is of mutual interest and benefit to WSU and Sponsor. The performance of such sponsored project is consistent, compatible, and beneficial to the academic role and mission of WSU as an institution of higher education.

3. SCOPE OF WORK

- 3.1 The Parties acknowledge that this Agreement is for the performance of the sponsored project set forth in *Attachment A–Scope of Work* entitled, “Safe Pest Control Workshop” and hereafter referred to as the “Project”. *Attachment A–Scope of Work* is attached hereto and incorporated herein by reference.
- 3.2 WSU will exercise diligence and make reasonable efforts to carry out the Project as described in *Attachment A–Scope of Work* and to provide the deliverables listed therein. WSU does not represent or guarantee that the desired results will be obtained under this Agreement.
- 3.4 Reporting Requirements. WSU shall provide written reports on the progress of the Project as follows: Quarterly progress reports. A final written report shall be furnished at the completion of the period of performance.

4. PERIOD OF PERFORMANCE

The period of performance for the Project shall be 11/01/2020 to 7/31/2021 unless a time extension is mutually agreed upon in writing by the Parties.

5. COSTS AND BILLING

- 5.1 It is agreed that total costs to Sponsor under this Agreement shall not exceed \$14,760 without written modification of the Agreement.
- 5.2 Payment under this agreement will be on a ☒ fixed price OR ☐ cost reimbursable basis.
- 5.3 Invoicing. Invoices will be provided using the standard WSU invoice. Invoices will be sent to the notice address listed in §9.8 unless otherwise noted here: _____
- 5.4 Payment. Payments are due to WSU within thirty (30) days of receipt of invoice. Checks should be made payable to Washington State University and sent to: Washington State University, Cashier’s Office – SPS, PO Box 641025, Pullman WA 99164-1025

6. CONFIDENTIAL INFORMATION

- 6.1 In order to carry out the Project, the Parties may desire to exchange information that they view as proprietary or confidential. Such information is owned by the disclosing Party and no ownership, license, or other rights thereto is granted hereby other than to conduct the Project set forth in the Scope of Work. Each Party agrees to use reasonable efforts to treat as confidential, and cause their officers and employees to treat as confidential, such information received from the other Party for a period of five (5) years from the date of disclosure. Such reasonable efforts will be no less than the efforts used by the receiving Party to protect its own confidential information. Any such Confidential Information will be distributed within the receiving Party only to those individuals with a "need to know" the information to carry out the Project.
- 6.2 "Confidential Information" must be designated as confidential at the time of disclosure. Written materials must be clearly marked, and oral disclosures must be identified as confidential at the time of disclosure and confirmed in writing within ten (10) days of disclosure.
- 6.3 The obligation to protect Confidential Information shall not apply to any information that: (1) is already in the possession of, or is independently developed by, the receiving Party; (2) becomes publicly available other than through breach of this Agreement; (3) is received from a third party with authorization to make such disclosure; (4) is released with the other Party's written consent; or (5) is required to be released by law or court order.
- 6.4 In the event that disclosure is required by law or court order, the receiving Party shall provide the disclosing Party with prompt notice so that the disclosing Party may seek a protective order or other official action enjoining that disclosure. In the event that such injunction is not obtained, the receiving party will furnish only that portion of the Confidential Information that is legally required. It is understood that as an agency of the state of Washington, WSU is subject to the Washington Public Records Act, RCW 42.56 et seq. If a Public Records Act request is made to view Sponsor's Confidential Information, WSU will notify Sponsor as provided above.
- 6.5 The terms of confidentiality set forth in this Agreement shall not be construed to limit the Parties' right to independently develop products without the use of another Party's Confidential Information.

7. PUBLICATION

- 7.1 In furtherance of WSU's role as a public institution of higher education, it is necessary that significant results of research activities be reasonably available for publication by WSU, and Sponsor acknowledges that WSU may publish the results of research conducted in connection with this Agreement. Such publication may also include presentation at academic and other conferences. Unless otherwise directed by Sponsor, WSU will appropriately acknowledge Sponsor's support of the Project in publications or presentations, in accordance with customary standards.
- 7.2 WSU will provide Sponsor with a copy of any proposed publication resulting from the Scope of Work at least thirty (30) days prior to submission for publication. Sponsor shall have thirty (30) days after receipt of the draft publication to request in writing the removal of portions deemed by Sponsor to contain confidential or patentable material owned by Sponsor, or to request a delay in submission of the draft for publication pending application for patent protection. In either event, WSU shall have no obligation to delay publication of the draft for longer than one hundred and twenty (120) days following delivery of WSU's notice to Sponsor of intent to publish. If WSU does not receive Sponsor's written response to the notice of intent to publish within the thirty (30) day period, then Sponsor

shall be deemed to have consented to such publication. Confidential Information supplied by Sponsor under this Agreement shall not be included in any material published by WSU without written consent of Sponsor or as otherwise provided in § 6.3.

8. INTELLECTUAL PROPERTY

- 8.1 “Intellectual Property” shall mean any Invention, Copyright, Trademark, and/or Proprietary Information produced under the Scope of Work. Consistent with WSU policy, WSU may assign Intellectual Property to a designee of WSU. For purposes of this §8, WSU shall mean either WSU or a designee of WSU for Intellectual Property assigned to it.
- 8.2 Background Intellectual Property. Each Party shall retain title to all Intellectual Property conceived and reduced to practice prior to the start of the work under this Agreement.
- 8.3 Foreground/Project Intellectual Property. WSU will own all rights and title to Intellectual Property created solely by WSU employees. Sponsor will own all rights and title to Intellectual Property created solely by Sponsor employees. Intellectual Property created jointly by employees of WSU and Sponsor will be jointly owned.
- 8.4 Grant of Non-Commercial License to Project Intellectual Property and Copyrights. WSU hereby grants to Sponsor a non-exclusive, non-transferable, royalty-free license to use WSU Foreground/Project Intellectual Property for non-commercial purposes within its own organization, including internal research and development. WSU further grants to Sponsor a royalty-free license to use Copyrighted material, with the exception of copyrighted software, provided according to §3.4 of this Agreement or as specified in the Scope of Work for any noncommercial purpose.
- 8.5 Option Rights. WSU hereby grants to Sponsor an option to negotiate a license to WSU’s ownership interest in Project Intellectual Property (Option Rights). WSU shall notify Sponsor of such Intellectual Property within thirty (30) days of WSU Office of Commercialization’s receipt of WSU Invention Disclosure forms from WSU inventors. Sponsor shall, within ninety (90) days of receipt of such notification from WSU (the Option Period), inform WSU in writing its intent to negotiate a license. Any such license shall be negotiated in good faith and shall contain terms standard for agreements between universities and industry including, without limitation, clauses providing for payment of reasonable royalties and reimbursement of all past, present, and future expenses incurred in the preparation, filing, prosecution, issuance, and maintenance of Intellectual Property rights. In the event that WSU and Sponsor do not execute a written license agreement within sixty (60) days following Sponsor’s exercise of the option (the “Negotiation Period”), WSU shall be free to negotiate with and to enter into license agreements, including exclusive license agreements, with third parties.
- 8.6 Invention Disclosures submitted to Sponsor by WSU will be treated as Confidential Information under this Agreement and subject to the confidentiality obligations contained herein.

9. GENERAL TERMS AND CONDITIONS

- 9.1 Equipment. WSU shall retain title to any equipment purchased with funds provided under this Agreement.
- 9.2 Environmental and Safety Information. All information and materials provided by Sponsor must be accompanied by the appropriate environmental and safety information, as well as all export control classifications and/or licenses for those materials as required by United States Law. WSU will observe

all applicable United States safety precautions and United States governmental requirements concerning handling of information and materials.

- 9.3 Key Personnel. The WSU Project Director shall be Justin O'Dea. Sponsor designates Nikki Guillot as the primary Sponsor liaison for the Project Director.
- 9.4 Publicity. Neither Party shall include the name of the other, nor any of the other Party's Trademarks in any advertising, sales promotion, or publicity matter without prior written permission.
- 9.5 Termination. This Agreement may be terminated by either Party upon written notice delivered to the other Party at least thirty (30) days prior to the intended date of termination. By such termination, neither Party may nullify obligations already incurred prior to the date of termination.
- 9.6 Disclaimer. WSU MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE SCOPE OF WORK, SPONSORED PROJECT, OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SPONSORED PROJECT, SCOPE OF WORK, OR RESULTING PRODUCT.
- 9.7 Indemnity. Each Party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. Sponsor shall fully indemnify and hold harmless WSU against all claims arising out of Sponsor use, commercialization, or distribution of Intellectual Property or products that result in whole or in part from the Project.
- 9.8 Notices. Any notice or communication required or permitted under this Agreement must be in writing and delivered to the intended Party at the address below or such other address as may hereafter be designated by notice in writing.

For WSU:

Office of Research Support and Operations
 Lighty 280
 PO Box 641060
 Pullman WA 99164-1060
 orso@wsu.edu

For Sponsor:

Nikki Guillot
 City of Vancouver, Washington
 PO Box 1995
 Vancouver, WA 98668
Nikki.guillot@cityofvancouver.us

- 9.9 Law and Venue. This Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of Washington, without regard to its conflict-of-laws provisions. The venue of any action brought hereunder shall be in the Superior Court of Whitman County.
- 9.10 Amendments. No modification or amendment of this Agreement will be binding unless it is in writing and signed by the authorized signatories of the Parties.
- 9.11 Severability. The provisions of this Agreement are severable. If any Court finds any part of this Agreement to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the other provisions of this Agreement which can be given effect without the invalid provision, provided that such remainder conforms to the requirements of applicable law and fundamental purpose of this Agreement.
- 9.12 Waiver. The failure of either party to assert a right under this Agreement or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right.
- 9.13 Counterparts. This Agreement may be executed in counterparts, each one of which is considered an original, but all of which together constitute one and the same instrument.

This Agreement, together with its *Attachments*, contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY

SPONSOR

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A – SCOPE OF WORK
ORSO # 140741-001

Description:

Safe Pest Control Workshop Proposal
Partnership of Clark County Master Gardener Program - Vancouver & City of Vancouver
Surface Water Management Program

Purpose: Develop and implement 2 webinars for multi-family property managers on safe pest control, natural yard care

Scope of Work:

1. Curriculum Scoping (2 months- 80 hrs)
 - a. Review Green Apartment Living survey results from property managers on desired topics
 - b. Gather and review existing integrated pest management and natural yard care webinar curriculums
 - c. Identify local pest control issues and common yard care challenges
 - d. Develop outline of recommendations for topics and format for webinars
2. Curriculum Development (1 month- 40 hrs)
 - a. Clarify master gardener and WSU Extension staff roles
 - b. Draft preliminary webinar schedule, agenda, materials, activities for team review
 - c. Draft webinar materials to orient property managers to water quality goals, Integrated Pest Management strategies and materials for achieving the goals for team review
 - d. Draft and finalize evaluation methodology to assess effectiveness in reaching goals including demographic polls, post webinar surveys or other methods with participating property managers
3. Webinars (2 months- 80 hrs)
 - a. Finalize webinar registration landing page and URL for social media
 - b. Organize logistics and agenda for webinars
 - c. Adapt curriculum as needed to feedback and audience requests
4. Finalize curriculum, program goals and webinars (2 months- 30 hrs)
 - a. Review post surveys and evaluations to determine strengths and challenges of webinars
 - b. Suggest refinements to webinars, activities, handouts, marketing approaches, etc
5. Administration (20 hrs)
 - a. Reporting and record keeping for grant including quarterly summaries and invoicing



Staff Report 069-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/10/2021

SUBJECT Bid Award for the 2021 Resurfacing Project (072821), per Bid #21-18

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The City's annual resurfacing and preventive maintenance contracts are the primary way that our streets get curb-to-curb rehabilitation work completed.
- City maintenance crews do not have the capacity to do this amount of paving work during the paving season.

Strategic Plan Alignment

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

Present Situation

The 2021 Resurfacing Project is being constructed as part of the Pavement Management program. This project involves paving with hot mix asphalt on corridors and residential streets at various locations throughout the city. This year's pavement management program includes three separate resurfacing contracts. A total of 22 lanes miles of street will be paved under those contracts. These contracts include the "2021 Resurfacing Project", "Broadway Corridor Improvements Project", and "Columbia Street Paving Project".

The attached vicinity map shows where streets will be paved. The project includes paving streets in Shumway, Rose Village, West Minnehaha, Central Park, Northwood, Vancouver Heights, and Lewis and Clark Woods neighborhoods. In addition, SE 1st Street from Hearthwood to Olympia Street will be paved.

On April 13, 2021 the City received four bids for the subject project. The bids ranged from \$2.5 to \$2.9 million dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Lakeside Industries, Vancouver, WA	\$2,520,734.23
Granite Construction Company, Vancouver, WA	\$2,580,359.00
Brix Paving, Tualatin, OR	\$2,887,932.42
Clark and Sons Excavating, Battle Ground, WA	\$2,952,986.97
Engineer's Estimate	\$2,900,000.00

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Lakeside Industries of Vancouver, Washington has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 410 hours of apprentice time of the estimating a total of 9,853 applicable labor hours for the project.

Advantage(s)

1. Will result in new pavement on approximately 16 lane miles of city streets, protecting the City's investment in its street network.
2. Will reduce higher future maintenance costs on City streets.
3. Will follow through on commitments and improve neighborhood livability.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor will be required to comply with a noise variance for night time work. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is currently funded through the Pavement Management Program (\$2,900,000.00). Sufficient funds are budgeted to construct the project.

Prior Council Review

None

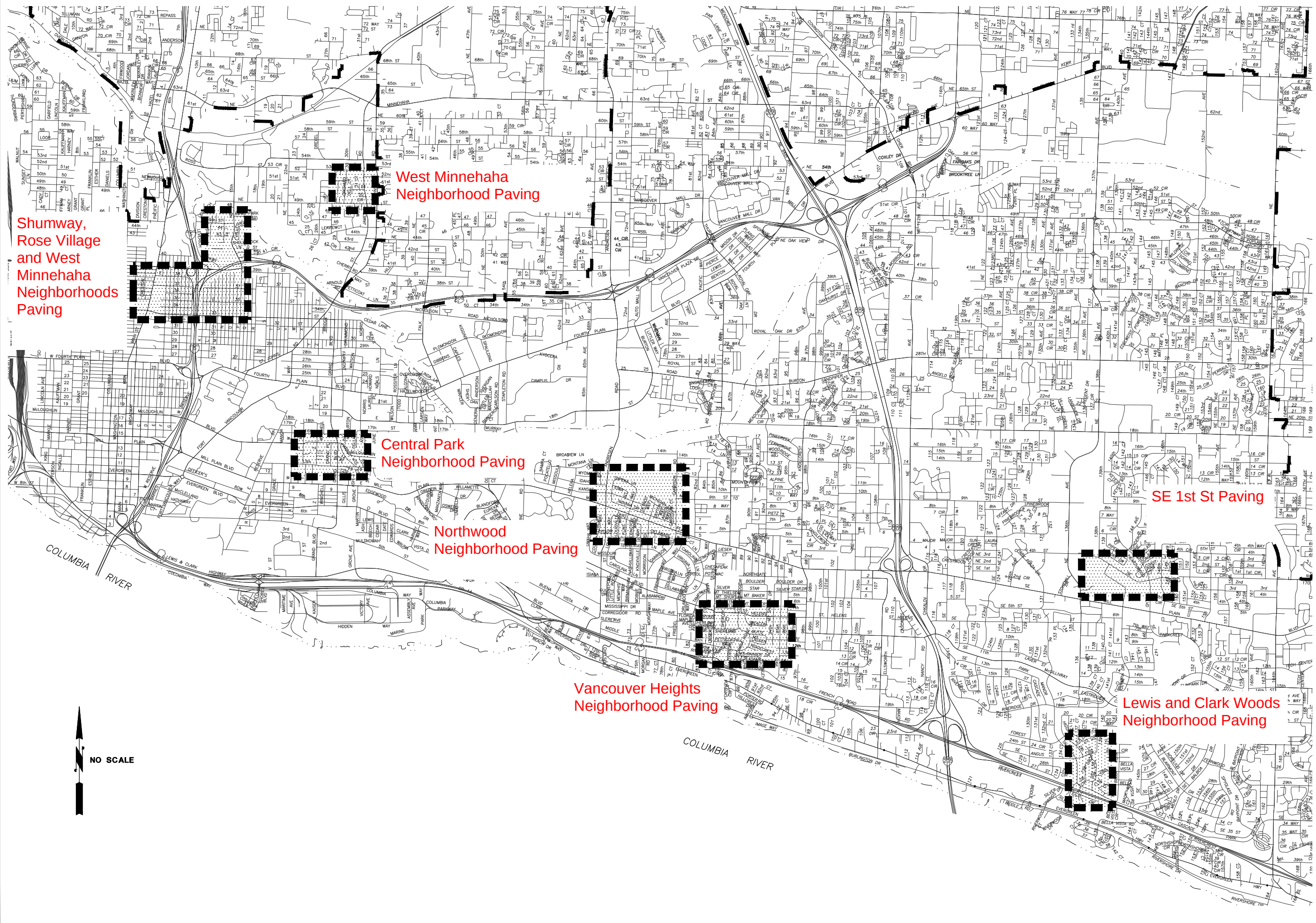
Action Requested

Award a construction contract for the 2021 Resurfacing Project to the lowest responsive and responsible bidder, Lakeside Industries, Vancouver, Washington, at their bid price of \$2,520,734.23, which includes Washington State sales tax; authorize the City Manager or designee to execute such contract and authorize any legal action necessary to enforce the terms of the same.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ Vicinity map
- ▣ Contract





CONTRACT # C-100614
BID # 21-18: 2021 Resurfacing Project

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Lakeside Industries hereinafter referred to as "Contractor," whose address is PO Box 820465 Vancouver WA 98684, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2021 Resurfacing Project. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-18 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

This contract provides for the improvement of the improvement of streets within the City of Vancouver including pavement repair, planing of roadways, paving of existing roads, minor utility adjustments, striping, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The contract work, including alternates A and B, shall be fully complete within 52 working days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below..
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this 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.

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does includes 8.4% Washington State Sales Tax (if applicable) \$2,512,734.23.

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

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the

alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and

Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 13. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

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

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

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

17. AUTHORIZATION AND COMPLIANCE WITH THE LAW: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

18. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, 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.

21. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

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

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the

control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if

fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Randy Gartner
Lakeside Industries
PO Box 820465
Vancouver WA 98684

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER, A municipal corporation

CONTRACTOR:
Lakeside Industries

Eric Holmes, City Manager

By: (Proprietor, partner, or corporate president must sign)

Attest:

Natasha Ramras, City Clerk

Printed Name

Title

Approved as to form:

Jonathan Young, City Attorney



Staff Report 070-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/10/2021

SUBJECT Bid Award for the Columbia Street Paving Project (072821), per Bid #21-16

Key Points

- The City is improving Columbia Street between Columbia Way and NW 45th Street as a part of the Westside Bike Mobility Project and in conjunction with the City's Pavement Management Program.
- Improvements include buffered bike lanes in each direction, curb ramp improvements and enhancements to traffic signals to better detect bicycle traffic.
- The Columbia Street Paving Contract is one of many contracts that will facilitate the overall improvement to Columbia Street.
- The Paving Contract includes the repaving and striping of Columbia Street between Mill Plain Blvd and NW 45th Street.

Strategic Plan Alignment

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

Present Situation

As noted in a January 12, 2021, memorandum provided to City Council (attached herein), the City is moving forward with the proposed improvements to Columbia Street between Columbia Way and NW 45th Street as was envisioned in the Westside Bike Mobility project. The project will feature multiple improvements to the corridor including pavement resurfacing, buffered bike lanes, standard non-buffered bike lanes, enhanced pedestrian crossings, street lighting, ADA curb ramp improvements, improved bicycle detection at existing traffic signals, improved pavement markings and signage and replacement of the existing traffic signal located at Columbia Street/13th Street. The attached diagram illustrates the type of multi-modal improvements that will occur over various segments along the corridor. The attached narrative details how each element associated with the project will be implemented in terms of work to be performed by outside construction contractors and City Operations staff.

As is also noted in the attached memorandum, an extensive and robust public outreach process was completed to inform the public of the proposed improvements and solicit their feedback, including the use of a Community Advisory Committee. As the City transitions into the construction phase for the Columbia Street project, that outreach effort continues and has featured presentations at neighborhood association meetings (Hough, Carter Park, Northwest), postings on social media platforms, the distribution of postcard mailers to residents along the corridor and weekly email updates to interested stakeholders and residents. Staff has also maintained an updated website where interested parties are invited to review design plans and receive updated information on the project implementation. Public Works staff will continue to provide both written and electronic dispersed information to our project constituents, apprising them of upcoming activities as the implementation of the improvements continues to unfold.

The pavement resurfacing of the corridor is being accomplished under two contracts. The first contract, which was awarded by City Council on April 26, 2021, includes a pavement preservation treatment (microsurfacing) and restriping of Columbia Street between Columbia Way and Mill Plain Blvd. The second contract, which is the subject of this staff report, is the pavement resurfacing and striping of Columbia Street between Mill Plain Blvd and NW 45th Street. This component also includes installation of six speed tables at various locations within the project corridor.

On April 6, 2021, the City received four bids for the subject project. The bids ranged from \$1.5 to \$1.9 million dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Granite Construction Company, Vancouver, WA	\$1,477,167.50
Brix Paving Northwest Inc, Tualatin, OR	\$1,595,084.75
Lakeside Industries Inc., Vancouver, WA	\$1,638,638.00
S-2 Contractors, Aurora, OR	\$1,922,830.00
Engineer's Estimate	\$1,750,000.00

There is a minimum apprenticeship goal of 4% of the utilized labor hours for this project. Granite Construction Company of Vancouver, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 196 hours of apprentice time of the estimating a total of 4,107 applicable labor hours for the project.

Advantage(s)

1. Will result in new pavement on approximately 1 1/2 centerline miles on City streets.
2. Will reduce higher future maintenance costs on City streets.
3. Will establish an "all ages and abilities" multimodal corridor on the west side of the City that connects with regional infrastructure and enhances the mobility and safety for vulnerable road users including pedestrians, bicyclists and those using other mobility devices.
4. Will follow through on commitments and improve neighborhood livability.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period along the corridors; however, the construction duration is short and lane closures will be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. The contractor will also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The total estimated cost of the Columbia Street Project is \$3.23 million. This includes \$2.1 million for paving, curb ramps, speed cushions and striping, which is budgeted in the 2021 Pavement Management Program. An additional \$120,000 is slated for the replacement of the traffic signal at Columbia/13th and is budgeted through the City's Traffic Signal Asset Replacement Program. The final component is approximately \$990,000 in bike and pedestrian mobility improvements that will be funded by a combination of a WSDOT grant and local match funding.

Prior Council Review

The Westside Bike Mobility Project has been shared with City Council in multiple work sessions and written correspondence. The most recent correspondence includes the attached January 15, 2021 memorandum. In addition, Council approved the Pavement Preservation contract for Columbia Street (Columbia Way to Mill Plain Blvd) during their April 26, 2021 consent agenda.

Action Requested

Award a construction contract for the Columbia Street Paving Project to the lowest responsive and responsible bidder, Granite Construction Company, Vancouver, Washington, at their bid price of \$1,477,167.50, which includes Washington State sales tax, authorize the City Manager or designee to execute the contract and authorize any legal action necessary to enforce the terms of the same.

Ryan Lopossa, Streets & Transportation Manager, 360-487-7706

ATTACHMENTS:

- ▢ Vicinity map
- ▢ Contract
- ▢ Westside Bike Mobility Project and Pavement Management Implementation Memo - January 21, 2021
- ▢ Columbia Street Improvements Map
- ▢ Columbia Street Construction Sequencing Memo - May 3, 2021

3/1/2021
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CITY OF VANCOUVER, WASHINGTON



PLANS FOR PROPOSED COLUMBIA STREET PAVING PROJECT

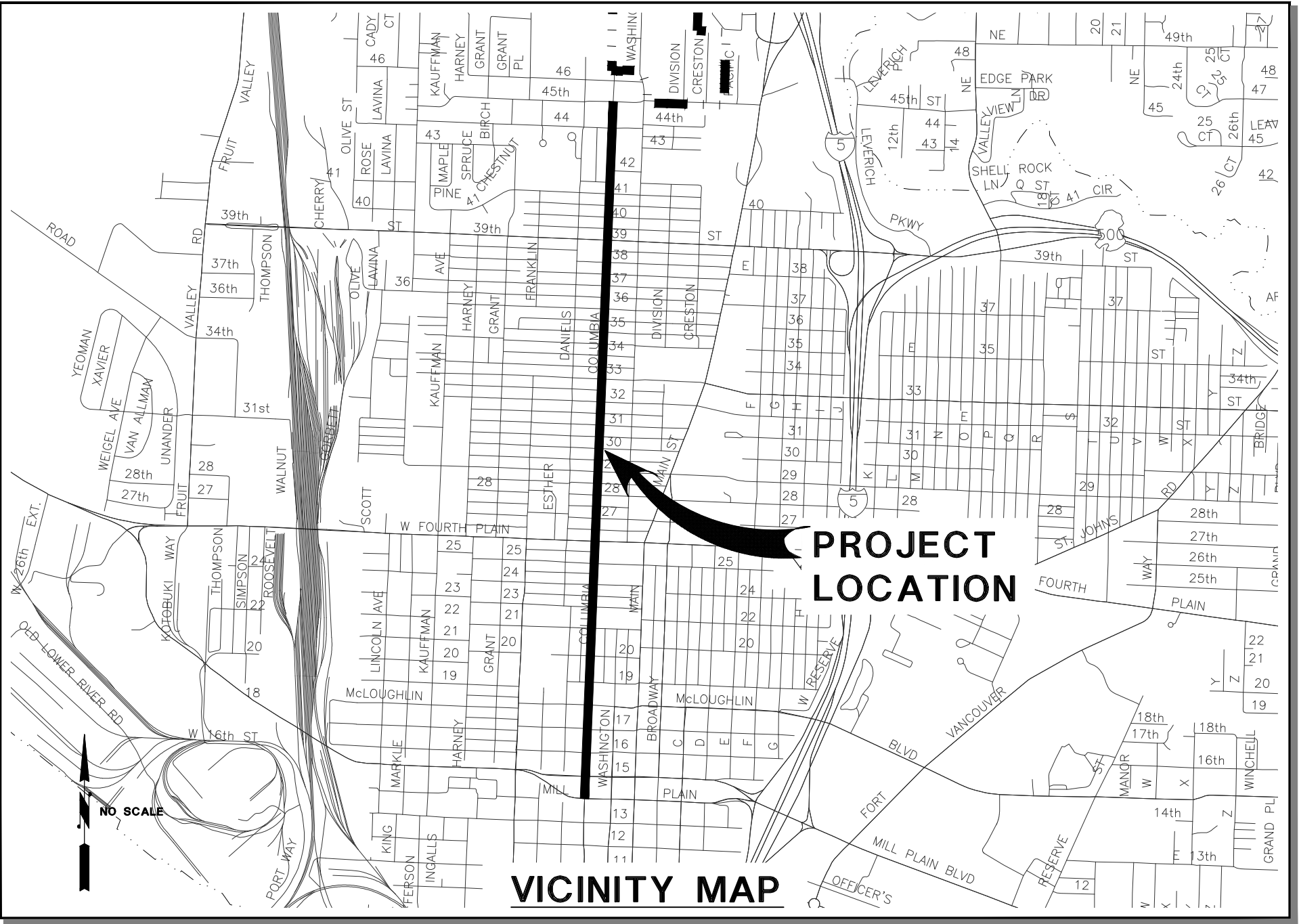
MARCH 2021

BUDGET NUMBERS FOR CONSTRUCTION:

- 102-CC0167-PRJ072821-ACT00937 - ADMINISTRATION/ENG
- 102-CC0167-PRJ072821-ACT00937 - INSPECTION
- 102-CC0167-PRJ072821-ACT00937 - SURVEY
- 103-CC0167-PRJ072821-ACT00937 - CONTRACTOR PAYMENT

SHEET INDEX

	SHT. NO.	CAT. NO.	DESCRIPTION
GENERAL STREET	1	G01	COVER SHEET
	2	G02	GENERAL NOTES, ABBREVIATIONS AND LEGEND
SIGNING AND STRIPING	3-5	C01-C03	RESURFACING PLAN
STANDARD DETAILS	6-10	SS01-SS05	STRIPING PLAN
	11-12	D01-D02	STANDARD DETAILS



PUBLIC WORKS - TRANSPORTATION
P.O. BOX 1995
VANCOUVER, WA 98668-1995
360-487-7750
FAX: 360-487-4781

APPROVAL BY: _____ APPROVAL BY: _____
TRAFFIC ENGINEER STREETS AND TRANSPORTATION MANAGER
SHEET 1 OF 12

COLUMBIA STREET PAVING PROJECT



CONTRACT # C-100608
ITB 21-16: Columbia Street Paving Project

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Granite Construction Company hereinafter referred to as "Contractor," whose address is 16821 SE McGilivray Blvd Ste 210B Vancouver WA 98683, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Columbia Street Paving Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 21-16 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

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

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

This contract provides for the improvement of streets within the City of Vancouver including pavement repair, planing of roadways, paving of existing roads, minor utility adjustments, striping, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Work shall be fully complete within 30 working days from the Notice to Proceed (NTP) date.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature dated below..
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this 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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 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
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Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of

written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and

Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 13. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

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

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

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

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

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

17. AUTHORIZATION AND COMPLIANCE WITH THE LAW: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

18. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, 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.

21. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

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

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the

control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if

fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Amendments to the Contract,
2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Grant Youngren
Granite Construction Company
16821 SE McGillivray Blvd Ste 210B
Vancouver WA 98683

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Granite Construction Company

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



DATE: January 15, 2021

TO: Eric Holmes, City Manager

FROM: Rebecca Kennedy, Long Range Planning Manager
Ryan Lopossa, Streets and Transportation Manager

RE: **WESTSIDE BIKE MOBILITY PROJECT and PAVEMENT MANAGEMENT
2021 IMPLEMENTATION – COLUMBIA STREET**

CC: Chad Eiken, Community and Economic Development Director
Brian Carlson, Deputy City Manager
Dan Swensen, Interim Public Works Director
Jennifer Campos, Principal Transportation Planner
Anna Dearman, Senior Transportation Planner
Chris Sneider, Senior Civil Engineer, Pavement Management

This memo provides an update of the Westside Bike Mobility Project, which will take place in close coordination with the City's annual Pavement Management Program. Importantly, to maximize efficiencies in costs and construction management, project implementation and pavement work for the full corridor are now scheduled for 2021. This memo includes:

- A review of the Westside Bike Mobility Project purpose and development
- Total preliminary estimated costs and funding for Mobility Project improvements and Pavement Management work for Columbia Street, Columbia Way to West 45th Street
- Implementation tasks in general chronological order:
 - Completion of Mobility Project design, now in final stages, and continued outreach
 - Multiple Pavement Management improvements throughout the corridor, including resurfacing, microsurfacing and ADA-ramp updates. Please note: Pavement Management elements are bid and managed under multiple contracts, as part of the citywide annual Pavement Management Program.
 - Mobility Project improvements, mitigation and assessment. An attachment of the overall corridor is also included with this memo.

BACKGROUND: WESTSIDE BIKE MOBILITY PROJECT

The Westside Bike Mobility Project is informed by several existing policies and plans previously adopted by Council, including the City's 2016-2021 Strategic Plan, Complete Streets Policy (2017), Westside Mobility Strategy (2016) and Transportation System Plan (2004). The purpose of the project is to develop a network of north-south bike routes west of Interstate 5, including at least one route appropriate for all ages and abilities that connects neighborhoods between the Burnt Bridge Creek Trail and the Waterfront. Over the past three years, the City has sought to identify a network of north-south

multimodal corridors that would improve safety, connectivity, and transportation options for people traveling to and through Vancouver's westside. The project's community engagement efforts were initially focused on improving bicycle connectivity by identifying perceived barriers to biking, as well as possible travel destinations. The next phase focused on the proposed network and design concepts, noting tradeoffs such as parking removal. For the third phase, the City convened a Community Advisory Committee (CAC) to help identify design concepts while considering feedback and concerns.

Overall, the community engagement process illustrated and reflected the challenges inherent to balancing differing values, perspectives and needs while making changes to existing infrastructure. Further, public input demonstrated the need to expand and develop compelling ways of engaging residents and business within project areas and communitywide early in the design process, while conveying clear information about options and associated potential benefits and impacts. These lessons will continue to inform ongoing communications in the coming stages of the project.

As a result, to meet the project's vision and goals and respond to community interests and concerns, the project itself was expanded with more comprehensive safety and mobility improvements for all users, whether walking, biking, using a wheelchair or other mobility device, driving, or taking transit. A thorough post-implementation assessment will also be included in the Mobility Project.

TOTAL PRELIMINARY ESTIMATES | FUNDING

Westside Bike Mobility Project: Current estimate for the safety and mobility corridor improvements from Columbia Way to 45th Street is approximately \$1 million, based on the final design. In anticipation of an opportunity to maximize efficiencies, the City applied for a competitive Washington State Department of Transportation (WSDOT) Pedestrian and Bicycle Program grant to cover costs of the project's corridor safety and mobility improvements. Funding for this WSDOT grant program is provided through legislative approval of the 2021-23 state transportation budget. Grant awards are anticipated to be announced by mid-2021, per WSDOT. A City budget request for the project was also approved for the 2021-2022 biennium should the grant application be unsuccessful.

Note: Timing of the WSDOT grant award, if the application is successful, may potentially affect the Westside Bike Mobility Project implementation schedule slightly, though is not expected to affect the schedule for Pavement Management work at this time.

Pavement Management: Preliminary pavement management costs for Columbia Street, from Columbia Way to 45th Street, are currently estimated at a total \$2.43 million, which includes ADA-compliant ramps, microsurfacing, paving, and striping along an approximately 2.25-mile corridor. Engineering estimates for pavement work will be further refined with Westside Bike Mobility Project design completion, and costs are ultimately determined by bid awards. As previously noted, these pavement management elements are bid and managed under multiple contracts for resurfacing, microsurfacing, ADA ramps, as part of the citywide annual Pavement Management Program. This provides for greater efficiencies in cost and construction management.

Traffic Signal Upgrade 13th Street: The City's six-year Transportation Improvement Program (TIP) had already identified the need for a traffic signal upgrade at Columbia Street and 13th Street, prior to development of the Westside Bike Mobility Project. This

signal upgrade will now be completed as a separate project in coordination with mobility improvements. A general estimate of \$300,000 will be refined as design is completed.

DESIGN COMPLETION | CONTINUED COMMUNITY ENGAGEMENT

The Westside Bike Mobility Project design is currently in its final stages of completion in preparation for bid advertisement and award. Upon completion, final design information will be posted on the project website and shared through City communications channels.

The next phase of active community outreach on the project starts in January 2021.

- City staff will be sharing information in this memo, including the updated implementation schedule, with the Transportation and Mobility Commission (TMC), neighborhoods and project stakeholders, as well as on the project webpage.
- Presentations are planned for the TMC and neighborhood associations, starting this January. These will be conducted virtually, under current COVID-19 guidelines.
- With COVID-19 precautions limiting in-person efforts, other outreach in advance of project implementation will include: postcards mailed to residents and businesses along the corridor and adjacent side streets; temporary yard signs at locations along the corridor to alert passerby; emails to stakeholders; and information posted on Nextdoor and other social media (Facebook, Twitter and Instagram).
- Vancouver's Urban Forestry staff will work with residents and businesses along the corridor to identify options/preferences for new street trees to be planted as part of the project. Images of the types of trees will be shown on the webpage.
- Presentations to neighborhoods and stakeholders will also be conducted in partnership with the Pavement Management Program, as noted below.

2021 PAVEMENT MANAGEMENT PROGRAM | COLUMBIA STREET

The City of Vancouver maintains approximately 1,900 lane miles of paved streets. Each year, the Pavement Management Program evaluates pavement conditions and determines the most cost-effective methods to extend pavement life and improve surface conditions. In 2020, the City's plans for resurfacing and pavement rehabilitation, including Columbia Street, were delayed due to impacts resulting from COVID-19 and 2019 voter approval of Initiative 976 (I-976). A state court later overturned I-976, thus allowing Transportation Benefit District vehicle license fee funding. A full Pavement Management Program is now planned for 2021, which will include Columbia Street from Columbia Way to 45th Street.

- **Microsurfacing – Columbia Way to Mill Plain Boulevard:** Based on existing pavement conditions, microsurfacing is planned for this section of Columbia Street. Microsurfacing forms a thin shell over the existing asphalt surface, preserving and extending the life of underlying pavement. A quick-setting emulsion allows traffic to begin using the new surface fairly soon after application. As the product cures, the surface becomes smoother. Microsurfacing is typically used on higher volume streets.
- **Resurfacing – Mill Plain Boulevard to 45th Street:** Based on pavement conditions, this section of Columbia Street will be repaved. This work will include grinding or milling off the top surface of the existing pavement, followed by paving with hot mix asphalt.
- **ADA-compliant Pedestrian Curb Ramps:** Upgraded ADA-compliant curb ramps are currently planned for 43 locations along the corridor: nine from Columbia Way to Mill Plain Boulevard, 22 from Fourth Plain Boulevard to West 33rd Street, and 12 from West 33rd Street to West 45th Street. Note: Many of these are bi-directional corners,

which will receive two upgraded ramps. Ramps that already meet current ADA standards are not included in this coming Pavement Management Program work.



- **General Pavement Management Timeline** (see *graphic above*):
 - **Tree and Vegetation Trimming:** The City’s contractor, a professional tree care company with an ISA Certified Arborist on staff, will be trimming vegetation and trees along the street in spring 2021. This work will follow nationally recognized pruning standards and will be done where needed to allow room for construction equipment and crews to safely and effectively microsurface/pave.
 - **ADA-Compliant Ramps:** Accessibility upgrades to curb ramps that do not meet current ADA standards will start this spring, prior to paving and microsurfacing.
 - **Pavement Preparations:** Where needed, crews will be sealing cracks, patching potholes, and rebuilding badly damaged areas in advance of pavement work.
 - **Pavement Resurfacing (Paving) and Pavement Preservation:** Milling/grinding of existing top surface of pavement, followed by resurfacing (Mill Plain Boulevard to West 45th Street) is currently anticipated to begin in early summer. Microsurfacing (Columbia Way to Mill Plain Boulevard) typically occurs after July 1.
 - **Final Steps:** Following pavement work, speed tables will be constructed and pavement markings/striping, such as bike lanes and crosswalks, will be added according to the Mobility Project final design. Other pavement markings, such as bike boxes, will be completed with the Mobility Project implementation.
- **Pavement Management Communications and Outreach:** Extensive communications are an important component of the Pavement Management Program. This includes:
 - Residents and businesses along Columbia Street, Columbia Way to 45th Street, will receive a mailed notice in spring 2021 outlining coming pavement work.
 - Public Works staff will be connecting with Neighborhood Associations where pavement work is planned to offer presentations and answer questions.
 - Adjacent residents and businesses will also receive notices directly at their doors during key steps throughout the process, including in advance of vegetation/tree trimming, at least seven days in advance of respective paving or microsurfacing, and again about 24-48 hours in advance of the scheduled pavement work.
 - Electronic message boards, news releases and social media are also planned to help alert others who frequently travel the corridor where work is occurring.
 - Prior to work beginning and until Pavement Management is completed, Public Works staff will provide ongoing information and updates on the City’s website and in emails to Neighborhood Association leaders and Westside Bike Mobility Project stakeholders. Information will also be distributed through the Office of Neighborhoods, Nextdoor, social media and other communications channels.

- As is currently done with all City construction projects, Public Works Construction Services and Communications staff will assist with regular updates and information to adjacent properties and stakeholders during installation of Westside Bike Mobility Project improvements. Coordination of this outreach has already begun.



Mobility Project Improvements: Columbia Street and McLoughlin Blvd

WESTSIDE BIKE MOBILITY PROJECT IMPLEMENTATION | IMPROVEMENTS

Following Pavement Management work, bicycle facility improvements for the Westside Bike Mobility Project will be implemented, as described below. Please note that these elements may change slightly as the design is finalized. *(Please see Memo attachment for map and additional information illustrating coming Mobility Project improvements.)*

- **Between Columbia Way and West 8th Street:** Bicycle and pedestrian wayfinding symbols (sidewalk markings) will be added to enhance visibility of the existing shared use path on the west side of Columbia Street. Signage will be added to indicate that the shared use path is a pedestrian priority zone and that other users should move slowly. Existing on-street north/south bike lanes and on-street parking will be retained as they currently exist.
- **Between West 8th Street and West 12th Street:** A parking-protected bike lane will serve those biking northbound and a protected bike lane will serve the southbound bicyclists. Parking will be removed on the west side of Columbia Street between West 8th and 11th streets. On-street parking will be relocated from the west to the east side of Columbia Street between West 11th and 12th streets.
- **Between West 12th Street and West 13th Street:** Protected northbound and southbound bike lanes will be used. (On-street parking does not currently exist here.)
- **Between West 13th Street and Mill Plain Boulevard:** The project will provide a buffered bike lane northbound, maintain on-street parking on the east adjacent to the Veteran's Assistance Center (VAC), add a dedicated drop-off zone to serve VAC, and use sharrows for southbound bicyclists and drivers on Columbia Street in this section.

- **Between Mill Plain Boulevard and West 45th Street:** Protected bike lanes will be provided for northbound and southbound travel. On-street parking will be removed from both sides of Columbia Street through this section.



Mobility Project Improvements: Columbia Street and West 24th Street

ADDITIONAL SAFETY AND MOBILITY INFRASTRUCTURE IMPROVEMENTS: The following improvements, identified through the outreach process to improve safety for all users, will be implemented in 2021 with Pavement Management and the Mobility Project:

- **Columbia Street and West 8th Street:** Two-stage left-turn boxes will be added for those on bikes turning left on Columbia Street from West 8th Street, as well as those continuing north on Columbia from the shared use path adjacent to Esther Short Park.
- **Columbia Street and West 13th Street:** This upgrade will provide new accessible pedestrian signals, as well as ADA-compliant curb ramps, at this intersection. As noted under the funding information above, this is a separate 2021 transportation project that will increase accessibility and safety for all users.
- **Columbia Street at Mill Plain Boulevard and West 15th Street:** Signal replacement and improvements will occur as part of a separate, upcoming WSDOT SR 501 project.
- **Columbia Street and Fourth Plain Boulevard:** The traffic signal here will be improved to allow for bicycle detection.
- **Columbia Street at West 8th Street, Evergreen Boulevard, McLoughlin Boulevard, and Fourth Plain Boulevard:** Signal modifications will be made to allow additional time for people walking and using mobility devices to cross the street (Leading Pedestrian Intervals) before signals change for drivers.
- **Columbia Street, Mill Plain to Fourth Plain boulevards:** New speed tables will replace existing speed humps in this segment of Columbia Street, smoothing the ride for people biking and driving, while slowing speeds and calming traffic.

- **Crosswalk Improvements (multiple locations):** Following Pavement Management work, pavement markings will be applied so that all existing Columbia Street crosswalks will be the new ladder-style crosswalks. In addition, an engineering and lighting analysis is underway to determine new locations for ladder-style crosswalks. These locations are anticipated to be determined in the final design.
- **Street Light Upgrades (multiple locations):** The project proposes to add new LED street lights at pedestrian crossings throughout the corridor where needed, based on final design.
- **Bicycle Pavement Markings (multiple locations):** Pavement markings for green “crossbikes,” similar to crosswalks but for people biking, are proposed to be added on Columbia Street at West 13th Street, McLoughlin Boulevard and West 33rd Street.
- **Bike Boxes (multiple locations):** Bike boxes, which improve visibility of people biking by placing them at the front of vehicular traffic waiting at signals, will be added at several intersections, including West 8th Street, Evergreen Boulevard, Mill Plain Boulevard, West 15th Street, McLoughlin Boulevard, Fourth Plain Boulevard, West 33rd Street and West 39th Street.
- **Bicycle and Pedestrian Counters (multiple locations):** Automated bicycle and pedestrian counters will be added along the Columbia Street corridor at up to two locations, with final locations to be determined.

MOBILITY PROJECT MITIGATIONS

Based on the extensive community outreach process to date, the mitigation measures below will also take place as part of the Mobility Project implementation in 2021:

- Add four new speed tables between Fourth Plain Boulevard and West 45th Street
- Increase long-term parking on Mill Plain Boulevard and West 15th Street for staff and visitors at the Veteran’s Assistance Center (VAC)
- Plant additional street trees along the corridor in partnership with Urban Forestry
- Add loading zones on alternating sides street along Columbia Street to accommodate deliveries, including for U.S. Postal Service (USPS)
- Develop a residential parking program to provide designated ADA-compliant parking spaces on surrounding streets where needed to serve those impacted by on-street parking removal from Columbia Street
- Coordinate with service providers such as C-TRAN, USPS, Vancouver School District, and Waste Connections, to assure that safety and mobility improvements do not negatively impact services. Staff will continue to meet with service providers through the final stages of project design, construction, and after implementation to address any needed mitigation measures to minimize service impacts.
- Reduction of the existing speed limit from 25 to 20 MPH was proposed along the project area. Staff continues to work with federal and state partners to understand requirements related to speed reductions on arterial streets. This proposed Mobility Project element is still being reviewed.

MOBILITY PROJECT ASSESSMENT | ONGOING NEIGHBORHOOD FOCUS

Following construction and installation of the project's safety, mobility and connectivity improvements, City staff will undertake a thorough project assessment, including vehicle speeds and volume counts, walking and biking counts in the corridor, parking utilization studies, and resident and business surveys. Results of the assessment will be used to help guide the implementation of other future projects.

City staff will also continue to work with residents to find ways to mitigate potential parking impacts. Identified options include providing one-on-one technical assistance to individual property owners interested in making improvements to their properties in order to create additional off-street parking spaces. Similar assistance is already provided to businesses through the City's Pre-Lease Program. In addition, City Parking Management staff will continue to work with Hough Elementary to address parking needs.

Another potential mitigation tool is establishing a neighborhood parking permit program. Considerations would need to include neighborhood support, administration and enforcement costs, and opportunities to provide low-cost or free permits to low-income and moderate-income residents and those with mobility challenges.

SUMMARY

The Columbia Street component of the Westside Bike Mobility Project, to be implemented in 2021, will provide expanded comprehensive safety and mobility improvements for all users traveling on Columbia Street, from Columbia Way to West 45th Street. This project will be coordinated with the 2021 Pavement Management program, which will upgrade curb ramp accessibility where needed and improve or preserve pavement conditions. Active community outreach and information will continue throughout the project.

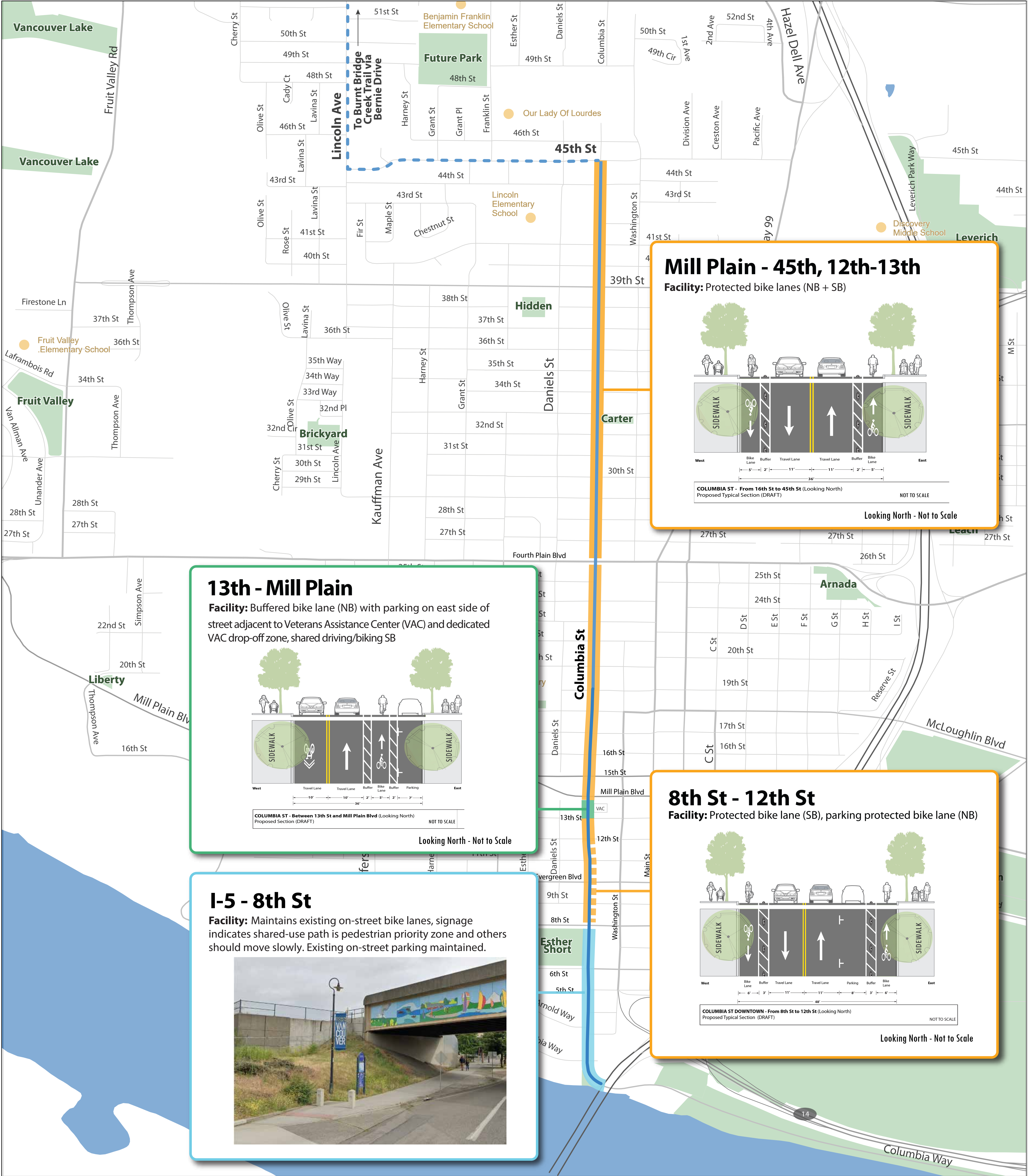
Further, the Columbia Street project commits to a thorough assessment of the project following implementation, to continually improve efforts here and help guide similar projects elsewhere in the future. Following completion, assessment findings will be posted on the City's website to share with the community.

The broader Westside Bike Mobility Project anticipates potential future improvements on other north/south corridors as opportunities arise. With the development of a new Transportation System Plan anticipated to be completed approximately by the end of 2022, the City will continue to consider solutions to improve traffic safety, mobility and accessibility for all users of its transportation system citywide. This in-depth planning and policy development effort will offer Vancouver residents and businesses additional opportunities to help shape efforts to address sidewalk and bike facility improvements, accessibility improvements at intersections, changes to posted speed limits, enhanced lighting and more. Community engagement is being encouraged through the online Vancouver Moves Open House at www.beheardvancouver.org.

More information about the Westside Bike Mobility Project is available at www.cityofvancouver.us/BikeMobility.

More information about the City's Pavement Management Program is available at www.cityofvancouver.us/Pavement.

ATTACHED: Columbia Improvements Brief Overview/Route Map 2021



WESTSIDE BIKE MOBILITY PROJECT ROUTE OPTIONS

January 14, 2021 DRAFT

- Columbia Corridor
- 45th Connector
- Shared Use Path
- Buffered Bike Lane/Shared Lane
- Protected Bike Lane
- Parking Protected Bike Lane

- Schools
- Waterbodies
- Parks



Data provided by the City of Vancouver



DATE: May 3, 2021

TO: Project File – Columbia Street Paving & Mobility Improvements

FROM: Ryan Lopossa, P.E. – Streets & Transportation Manager

RE: **Construction Sequencing, Cost Estimates and City Council Action**

The purpose of this memorandum is to detail the sequencing of construction that will occur as a part of the Columbia Street Paving and Mobility Improvement Project. Due to the multitude and variety of improvements associated with this project, the work will be completed under multiple construction contracts as well as by City Traffic Signal Operations staff.

- Curb Ramps – Prior to the start of both the preservation and paving projects, all non-ADA compliant ramps must be reconstructed to current ADA standards. That contract (West Curb Ramps) was approved by City Council on March 22, 2021 and the contractor has already started the work. Bids for the portion of this work to be done on Columbia Street came in at approximately **\$492,000**.
- Lower Columbia Pavement Preservation (Mill Plain to Columbia Way) – This work is anticipated to occur in June-July, weather pending. Striping of the newly preserved surface will include replacement of all existing centerline striping, bike lanes, and striped crosswalks. The City is partnering with Clark County on their pavement preservation contract. The City portion of this contract was approved by City Council on 4/26/2021. Costs for Columbia Street portion of the overall Preservation contract is **\$130,438**.
- Upper Columbia Pavement Grind/Inlay (Mill Plain to 45th Street) – This work is anticipated to occur in June-July, weather pending. Striping of the newly paved surface will include replacement of all existing centerline striping and painted crosswalks and the striping of the buffered bike lanes in each direction. This contract is slated to go to City Council for approval on May 10, 2021. Bids for this portion were opened earlier this month with an apparent low bidder coming in at **\$1,477,167**.
- Columbia/13th Traffic Signal Replacement – This project will replace the existing span wire signal with mast arms and new signal heads. The design is 100% complete and we're preparing to go to bid. This contract is slated to go to City Council for approval in late May/early June. Engineer's estimate for the work is **\$120,750**.

- **Mobility Contract** – This portion of the project features the installation of the raised Ziclas separators within the bike lane buffer area as well as the painting of the green bike boxes at key signalized intersections along the corridor. The design of the mobility component is currently at 90% and we're currently in the plan review stage for those 90% plans. This project will go to bid in May and construction will occur following the completion of the Upper Columbia paving and striping work. This contract is slated to go City Council for their approval sometime after July 1, 2021. Engineer's estimate for this work is **\$465,000** and is funded by a grant from the Washington State Department of Transportation (WSDOT).
- **Leading Pedestrian Interval (LPI)** – LPI will be added to four existing signalized intersections to allow pedestrians to cross in advance of when traffic is allowed to proceed. LPI improves the safety for pedestrian by reducing the potential for right-turn traffic moving into the crosswalk. LPI will be installed by our own signal crews this summer. There is no hardware needed for LPI as it simply involves a minor reprogramming of the existing traffic signal software. This work will be completed later this summer by the City's Traffic Signal Operations staff. Estimated cost to complete this work is **\$10,000**.
- **Bike Detection at Signals** – City Traffic Signal crews will add bike detection technology at four existing traffic signals along the corridor. This will improve how the signals perform for bicycle traffic. Estimated cost to complete this work is **\$20,000**.
- **New Crosswalks/Illumination** – There are seven locations along the Upper section of Columbia where it has been proposed to add new striped crosswalks for east-west travel. Per the City's pedestrian crossing policy, the creation of new striped crosswalks requires that we make sure there is sufficient nighttime illumination for each of these new crossings. The City just received a preliminary report from its lighting consultant that provides information on the lighting needs for this component of the project. We're reviewing this report and determining next steps. This contract is slated to go to City Council for approval later this Summer or early Fall. Preliminary cost for the additional lighting is **\$421,000** and is also funded by the WSDOT grant.
- **Bike/Pedestrian Counters** – In an effort to help measure the success of the project, the City is planning to install bike/pedestrian counters at four locations along the corridor – two in the lower section and two in the upper section. The Counters can measure both bikes and pedestrians. These improvements will likely be combined with the Illumination contract listed above and will come to Council later this Summer or early Fall. Total estimated cost for the counters is **\$72,000** and is also funded by the WSDOT grant.

Let me know if you have any questions. Thank you.

RGL



Staff Report 071-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/10/2021
5/17/2021

SUBJECT 62nd Street Apartments proposal to change zoning map designation from R-18 to R-30 for a 2.5-acre site comprising three adjacent properties at 6115 NE 72nd Avenue, and 7215 and 7309 NE 63rd Street

Key Points

- The Planning Commission voted 6-1 to recommend approval at a March 9 public hearing, with one person testifying against based on concerns about too many apartment developments in the general vicinity, and past flooding incidents at their property located on the north side of 63rd street across from the proposal site.
- At an April 19 workshop the City Council requested further information about how the proposal complies with locational criteria for the R-30 zoning district.
- The applicant indicates the rezone is proposed to allow for application of 76-unit market rate apartment, consisting primarily of one-bedroom units.

Strategic Plan Alignment

N/A

Present Situation

The applicant argues that the rezone application would provide additional higher density housing that would increase options in the area and respond to the affordable housing crisis. The proposal would increase the potential future development density on the site, from a possible 45 units under the existing R-18 zoning to 76 units under the proposed R-30 zoning, but public facilities and services appear adequate to meet the demand. Vehicle traffic would increase from approximately 234 to 415 daily trips, but no congestion or safety problems in the area are anticipated. Local existing middle and high schools can accommodate the additional students generated, and Walnut Grove Elementary School is in the process of being rebuilt with a larger facility. Compliance with City stormwater standards addressing runoff from the site will be required during Site Plan Review of any future apartment proposal. City Public Works staff recently visited the existing City drainage facility immediately west of the rezone site across 72nd Avenue and confirmed it was operating properly and not a likely potential sources of area flooding. Staff will monitor the drainage facility,

and the retaining wall alongside 63rd Street. In addition, staff have been in direct communication with the community members that raised the flooding issue at the Planning Commission public hearing, and are working with them to understand and address their concerns.

Locational criteria for higher density residential zoning districts are contained in VMC 20.420.025, last updated in 2005. In 2018 changes were made to standards for reviewing zone changes under VMC 20.285 to eliminate direct reference to locational criteria for these and other zoning districts. The change was made because the locational criteria described how various zones might ideally be located if designing a new urban area for the first time, but were less relevant in evaluating proposed individual site-specific zoning changes in an increasingly developed setting. In addition, they generally do not reflect recent trends related to housing affordability and urbanization that have emerged over the last decade or more. The locational criteria were retained in the code to provide general and historical guidance until they could be revisited in the next major zoning code rewrite, but since 2018 have not been directly invoked as part of site-specific zone change proposals. Locational criteria for each zoning district will be updated as part of a planned Title 20 (Land Use and Development Code) overhaul, which will follow the forthcoming major update of the City's Comprehensive Plan.

Locational criteria for the existing and proposed zone in this case are as follows:

A. R-18 (Higher Density Residential) Zone Location Criteria. The R-18 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

- 1. Areas occupied by a substantial amount of multifamily development, but where factors such as narrow streets, on-street parking congestion, local traffic congestion, lack of alleys and irregular street patterns restrict local access and circulation and make a lower intensity of development desirable.*
- 2. Areas where properties are well-suited to multifamily development, but where adjacent single-family developments or public open space make a transitional scale of development (height and bulk) desirable. There should be a well-defined edge such as an arterial, open space, change in block pattern, topographic change or other significant feature that provides physical separation from the single-family area. (This is not a necessary condition where existing moderate scale multifamily structures have already established the scale relationship with abutting single-family areas).*
- 3. Properties must have access from collector or arterial streets, such that vehicular travel to and from the site is not required to use local access streets through lower density residential zones.*

C. R-30 (Higher Density Residential) Zone Location Criteria. The R-30 designation is most appropriate in areas with the following characteristics and relationships to the surrounding area:

- 1. Areas that are already developed predominantly to the permitted R-30 density, or areas that are within an urban center, or identified in an adopted sub-area plan as appropriate for higher density multifamily housing.*
- 2. Properties in close proximity to major employment centers, open space and recreational facilities.*
- 3. Areas with well-defined edges such as an arterial, open space, change in block*

pattern, topographic change or other significant feature providing sufficient separation from adjacent areas of small scale residential development, or areas should be separated by other zones providing a transition in the height, scale and density of development.

4. Areas that are served by major arterials, where transit service is good to excellent, and where street capacity could absorb the traffic generated by higher density development.

5. Principal streets in the area shall be sufficient to allow for two (2) way traffic and parking on both sides of the street. Vehicular access to the area shall not require use of streets passing through lower density residential zones.

6. Areas of sufficient size to promote a high quality, higher density residential environment with close proximity (and good pedestrian connections) to public open spaces, neighborhood oriented commercial services, and other residential amenities.

The 2018 changes that reduced the weight of the locational criteria for rezones were also intended to reflect increasing concerns over housing choice and affordability. If considered in isolation, the R-30 locational language in C.1. above might prohibit application of that zone on individual parcels or small groups of parcels, even where compatible with surrounding uses.

The issue of whether the R-30 zone was appropriate on this site given the existing surrounding zoning was raised by a Planning Commissioner at the January 12 workshop. Staff acknowledged that the zone change appears on the map as a new incursion into a larger area of R-18 zoning, but was not necessarily problematic from a policy standpoint.

Advantage(s)

Allows higher density apartment development and increases housing options and accessibility, at a location compatible with surrounding properties, consistent with Comprehensive Plan policies CD-3, Infill and Redevelopment; CD-9 Compatible Uses; H-1 Housing Options; and H-5 Housing Placement Near Services and Centers.

Disadvantage(s)

Complicates but does not eliminate future development options for the 0.3-acre corner property at the intersection of 63rd Street and 72nd Avenue.

Budget Impact

No significant impacts anticipated.

Prior Council Review

April 19, 2021 workshop

Action Requested

On Monday, May 10, 2021, approve ordinance on first reading, setting second reading and public hearing for Monday, May 17, 2021.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▣ Ordinance
- ▣ March 9 Planning Commission staff report
- ▣ March 9 Planning Commission minutes

05/10/21
05/17/21

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for adjacent properties at 6115 NE 72nd Avenue, 7215 NE 63rd Street, and 7309 NE 63rd Street, tax lots 105120000, 105120010, and 105137000; providing for severability; and providing for an effective date.

WHEREAS, an application for property-specific changes to zoning map designations was submitted to the City of Vancouver to change the zoning map designation on said properties from R-18 to R-30; and

WHEREAS, the Vancouver Planning Commission reviewed the proposed map designation changes at a duly advertised workshop on January 12, 2021, duly advertised public hearing on March 9, 2021, and voted 6-1 to recommend approval of the zoning map amendment described herein for adoption to the City Council; and

WHEREAS, the City Council conducted a duly advertised workshop on April 19, 2021, a duly advertised first reading on May 10, 2021, and duly advertised public hearing on May 17, 2021, following which the Council wishes to adopt the Planning Commission recommendations for approval; and

WHEREAS, the cumulative environmental impacts of the proposed zoning change have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act. A Notice of Determination of Non-significance (DNS) was issued on February 22, 2021, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed change is consistent

ORDINANCE - 1

with the balance of relevant criteria for Zoning Map Amendments (VMC 20.285), and is consistent with the policies and provisions of the Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the March 9, 2021, public hearing, are hereby adopted as the City Council's findings of fact

Section 2. Zoning Code Map Amendment. The City of Vancouver Zoning Map established under VMC 20.130.020 is hereby amended to change properties at 6115 NE 72nd Avenue, 7215 NE 63rd Street, and 7309 NE 63rd Street, tax lots 105120000, 105120010, and 105137000, from R-18 to R-30.

Section 3. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 4. Effective Date. This ordinance shall go into effect 30 days after adoption

Section 5. Instruction to City Clerk. The City Clerk shall transmit a copy of the revised development code to the Washington Department of Commerce.

Read First Time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021

Anne McEnery Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 3

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20; amending the Vancouver Zoning map designation for adjacent properties at 6115 NE 72nd Avenue, 7215 NE 63rd Street, and 7309 NE 63rd Street, tax lots 105120000, 105120010, and 105137000, subject to entering into a Development Agreement to limit future building heights; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

TO: Planning Commission

FROM: Bryan Snodgrass, Community and Economic Development Department
 Principal Planner, bryan.snodgrass@cityofvancouver.us, (360) 487-7946

SUBJECT: Public hearing review of the **62nd Street Apartments** zoning map designation change from High Density Residential (R-18) to High Density Residential (R-30). If the zoning designation change is approved, the applicant envisions a follow up site plan review application for a 76-unit apartment development.

HEARING DATE: 3/9/2021
REPORT DATE: 2/22/2021

PROPONENT: Serghei Comarnitchi, represented by Travis Johnson of PLS Engineering

LOCATION: Three contiguous properties comprising 2.5 acres at 6115 NE 72nd Avenue, and 7215 and 7309 NE 63rd Street, tax lots 105120000, 105120010, and 105137000

RECOMMENDATION: Forward a recommendation of **approval** for the proposed zoning map designation change



I. BACKGROUND AND REVIEW PROCESS:

VMC 20.285 assigns the Vancouver Planning Commission as the review body for zoning map designation changes. Planning Commission recommendations are forwarded to the Vancouver City Council for further public hearing review and final decision.

This proposal was reviewed at a Planning Commission public workshop held virtually on January 12. Notice of the March 9 Planning Commission public hearing review of this proposal was provided through publication in the *Columbian* newspaper, posting of a sign at the proposal site, and mailing of hardcopy notice to properties within 500 feet of the proposed rezone site. A SEPA Determination of Non-significance (DNS) was issued and published in the *Columbian* on February 22. No public comments have been received to date.

II. SUMMARY OF THE PROPOSAL:

The proposal site is near the southeast corner of the intersection of NE 63rd Street and 72nd Avenue, in an area outside of a recognized neighborhood association. The site abuts Walnut Grove Elementary School to the south, a subdivision of newer attached townhomes to the east, and an older single family homesite and a drainage property owned by the City of Vancouver to the west across 72nd Avenue, all zoned R-18. North of the site across 63rd Avenue are older single-family homes zoned R-9.

The proposal does not include the 0.3-acre site at the immediate southeast corner of 63rd Street and 72nd Avenue containing a mobile home. In discussions with staff the applicant's representative as well as the owner of the corner property confirmed that the owner was approached by the applicant to be included in the proposal, but the parties did not agree on purchase price.

If the rezone is approved the applicant indicates they will seek Site Plan approval for a 76-unit market rate apartment complex consisting of three three-story buildings. Sixty of the units are planned as one-bedroom units, 16 as two-bedroom units. Vehicle access is anticipated to be taken off 63rd Avenue at the eastern end of the site, with emergency and pedestrian access only to 72nd Avenue at the west end. See conceptual site plan in Attachment A.

The applicant has submitted a traffic analysis, Attachment D, indicating that the proposal under R-30 zoning would generate 415 daily trips in comparison to 245 daily trips under the existing R-18 zoning. Evening peak hour trips would be 33 under the proposal, 20 under existing zoning. More detailed traffic information will be provided at the time of site plan review. Based on preliminary analysis, City transportation staff advises that the intersection of 72nd Avenue and 63rd Street does not indicate an unusual accident history, and there are no intersections in the general vicinity of the site with known congestion problems from a concurrency standpoint.

Development of the site as proposed without the 0.3-acre property at the corner of 72nd Avenue and 63rd Street would force that property to establish access to 72nd Avenue at some time in the future when it redevelops. The mobile home on the corner property currently accesses 72nd Avenue at the southern end of the property. Requiring the rezone proposal to provide internal access to the corner property was considered by staff but ultimately not recommended as it was not found to be necessary to allow the corner property to redevelop safely and in a manner consistent with City road standards.

The site is in the Vancouver School District, and is served by Walnut Grove Elementary, Gaiser Middle, and Fort Vancouver High schools. The School District indicates that there are no current capacity issues at the Gaiser Middle or Fort Vancouver High Schools, but that Walnut Grove Elementary is currently accommodating 629 students in a facility built for 537. See Attachment E. However, a replacement building is currently under construction in the rear of the site that the District indicates in correspondence with City staff will house 720 students and be completed later in 2021. The District further indicates that although Walnut Grove enrollment will increase in the next few years, it is anticipated to decrease over the next decade.

In regards to questions raised at the January 12 Planning Commission workshop about student access from the proposal site to the elementary school, District staff indicate access would likely be via existing sidewalk on NE 63rd Street and 72nd Avenue leading into the main entrance of the school. District staff has been invited to the March 9 public hearing and are investigating construction plans for any other potential access via the rear of the new school building.

Ensuring the long term viability of the corner mobile home property to ultimately redevelop is a consideration in the review of the rezone. Citywide, assessor data indicates there are 92 triplexes, fourplexes, or apartments of up to nine units that have been built in since 2000 in the R-18 zone, five of which are the size of the corner property or smaller. In the R-30 zone citywide there are 33 such properties, 9 of which are the size of the corner property or smaller. The data suggests to staff that the corner property is viable for future redevelopment over time, but potential multi-family developers would likely look first to larger properties with less constrained access. In the event that the corner property does not develop, the loss in terms of number of potential units would likely be 4 or 5 under the current R-18 zoning. Because of its visibility the corner lot may also have commercial potential.

In response to a question at the January 12 Planning Commission workshop about the local apartment market, staff has included Attachment F, showing nearby apartments. It does not include lower density multi-family structures with fewer than five units. Local rental pricing is harder to determine. Within an approximately ¾ mile radius Zillow shows 24 units of various types for rent currently, with one-bedroom units renting from \$1200 to \$1300 per month, two-bedroom units from \$1400 to \$1800, and three-bedroom units from \$1700 to \$1900. The applicant has not indicated anticipated pricing of the one and two-bedroom units envisioned if the rezone is approved.

Also raised at the January 12 workshop was the possibility of requiring some of the apartments to be three-bedroom units, and issue which has been raised in other recent rezones to multi-family

residential designations. A Development Agreement would need to be established to implement such a requirement. Although there is general evidence of a citywide shortage of affordable rental options for families, there is not specific policy guidance for addressing this issue in rezones, or information about the relative shortage in the area near this proposal, given the lower density multi-family housing development in the general vicinity.

If the rezone is approved, compliance with specific traffic, building, setback, buffering and other development standards will be determined through the Site Plan Review process, which is an administrative review including provisions for notice to neighboring properties and appeal rights, but no further public hearings.

III. REVIEW CRITERIA AND FINDINGS:

20.285.060 Approval Criteria – Standalone Zoning Map Amendments.

A. Zoning map amendments not involving associated comprehensive plan map amendments shall demonstrate the following:

- 1. How the proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and*
- 2. That a change in circumstances has occurred since the existing designation was established.*

Applicable Vancouver Strategic Plan Goals

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

Applicable Comprehensive Plan Policies

CD-9 Compatible uses

Facilitate development that minimizes adverse impacts to adjacent areas, particularly neighborhoods.

CD-10 Complementary uses.

Locate complementary land uses near one another to maximize opportunities for people to work or shop near where they live.

H-1 Housing options

Provide for a range of housing types and densities for all economic segments of the population. Encourage equal and fair access to housing for renters and homeowners.

H-5 Housing placement near services and centers

Facilitate siting of higher density housing near public transportation facilities and in designated centers and corridors.

Existing Vancouver Municipal Code [Title 20](#) and [Comprehensive Plan](#)

Staff Findings: The proposed zoning map change from R-18 to R-30 meets applicable rezone criteria, as it is consistent with applicable Strategic Plan and Comprehensive Plan policies because it encompasses the following:

- Facilitates needed rental as well as owner-occupied housing, consistent with Comprehensive Plan policy H-1;
- Facilitates housing near public and commercial services, including an elementary school immediately south of the site, larger roadways 72nd Avenue and 63rd Street abutting the site, and Andresen Road approximately 900 feet to the west which contains transit service as well as commercial development anchored by a grocery store, consistent with Comprehensive Plan Policies H-5; CD-4; CD-9; and CD-10.

The proposed zoning change also meets criteria requiring a change in circumstances since the current designation was established, primarily through the acceleration of the local housing affordability crisis in Vancouver, which led to the convening of an Affordable Housing Task Force and subsequent publishing of a report and recommendations in 2016. On balance staff finds these factors outweigh the possibility that future redevelopment of the 0.3-acre corner lot not included is less likely to redevelop in a timely manner.

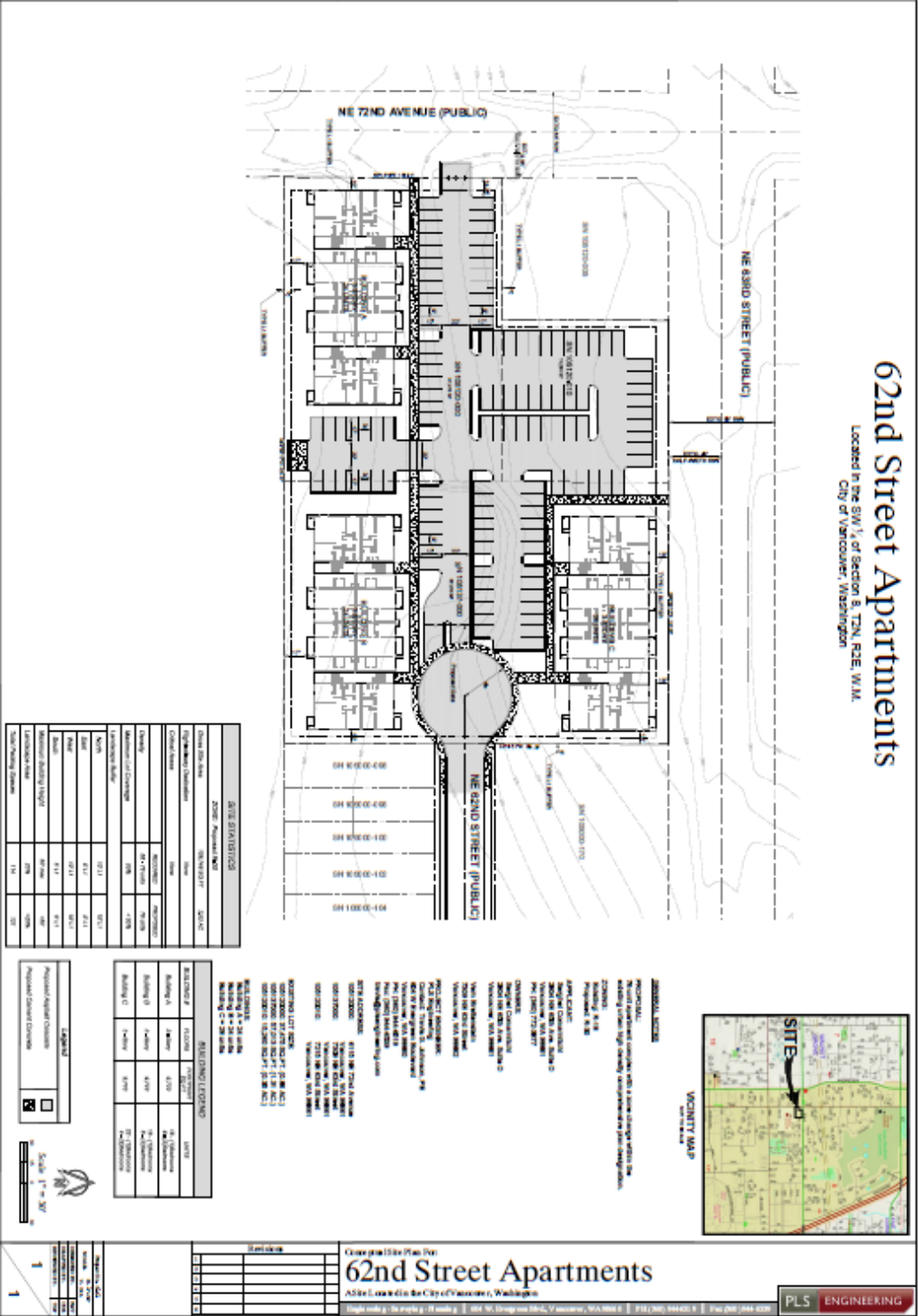
IV. RECOMMENDED ACTION:

Based on analysis and findings in this report, staff recommends that the Planning Commission forward a recommendation to the Vancouver City Council to approve the proposed zoning map designation change from R-18 to R-30 on the 2.5-acre site described herein.

Attachments

- A. Conceptual Future Site Plan
- B. Regional Zoning Map
- C. Applicant Narrative
- D. Applicant Traffic Study
- E. Vancouver School District Capacity Letter
- F. Map of Area Apartments

ATTACHMENT A – CONCEPTUAL FUTURE SITE PLAN



The map displays a grid of streets and zoning districts. A yellow arrow points to the intersection of NE 63rd St and NE 72nd Ave. The zoning districts are color-coded: yellow for R-16, R-9, R-12, R-18, R-22, and R-30; blue for IL; red for CG; and purple for CN. Parks are shown in green. The city name 'Vancouver' is visible in the center of the map.

ATTACHMENT C – APPLICATION NARRATIVE

PROJECT DESCRIPTION

The applicant is proposing a zoning map amendment to allow for the higher density development at the site. A change in the comprehensive plan designation is not required. The current zone is R-18, and the applicant is requesting to change the zone to an R-30 designation.

The entire site area is 2.52 acres in size and slopes to the north. The site has a single-family home on each parcel. There are no known critical areas on or near the site. NE 63rd Street and NE 72nd Ave border the property and are fully improved arterial streets.

The surrounding area is characterized as follows:

Direction	Zoning	Development
North	R-9	NE 63 rd Street; single-family residential
East	R-18	City parcel; single-family subdivision
South	R-18	Vancouver schools
West	R-18	NE 72 nd Avenue; Single-family residential

ZONING/DENSITY

The current and proposed comprehensive plan designation for the site is Urban High Density. The current zone is R-18 and the applicant is proposing a zoning map amendment to change the zone to an R-30 designation. The general intent of the Urban High Density designation according to the Comprehensive Plan is “Predominantly apartments and condominiums, with some allowance for attached housing.” Based on a review of the immediate zoning and development around the site, the R-18 zone provides exclusively single family developments with a majority of attached housing, the R-22 zone further to the south has a few apartment complexes but is still predominately single family attached housing. Developments within the R-30 zone are “predominately apartments” as intended by the Comprehensive Plan designation.

The applicant is requesting a zoning map amendment of the subject properties to better meet the intent of the Comprehensive Plan. These apartments units at this specific location will serve young people starting out on their own and families with small children. The convenient location next to Walnut Grove Elementary School will make the apartment desirable for young families. The site is also within walking distance to public transit on NE Andresen Road and to the Safeway Grocery Store at the corner of NE Andresen Road and NE 63rd Street. The proximity of the site to public facilities, schools, commercial development, and public transport will help reduce urban sprawl.

The R-30 zone allows a maximum density of 30 dwelling units per acre. At 2.52 acres of land, the development may have up to 76 units with the proposed zoning map amendment.

DEVELOPMENT STANDARDS

Standard	Required	Proposed
Maximum lot coverage	50%	<50%
Minimum landscape setbacks:		
North	10' L1	10' L1
East	5' L1	5' L1

September 2020

62nd Street Zoning Map Amendment
Page 3

4839-9843-2707.1

South	5' L1	5' L1
West	10' L1	10' L1
Maximum height	50'	<50'

ZONING MAP AMENDMENT CRITERIA

VMC 20.285.060.A. sets out the applicable zoning map amendment criteria not involving associated comprehensive plan map amendments shall demonstrate the following:

1. How the proposal is more consistent with applicable policies of the Vancouver strategic plan and comprehensive plan than the existing designation; and
2. That a change in circumstances has occurred since the existing designation was established.

A. Consistency with Vancouver Strategic Plan

The City adopted a 2016-2021 Strategic Plan, and updated it in November 2018.

The request is consistent with Goal 6:

Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services – “20-minute neighborhoods.” Page 9.

The request is also consistent with an Action item under Objective 6.2:

6.2.1 Develop a broader range of housing choices through incentives, changes in regulations and implementation of the Affordable Housing Task Force recommendations. Page 23.

This policy is discussed more fully below.

B. Consistency with the Comprehensive Plan

This request is consistent with the purpose of the existing Comprehensive Plan designation:

Table 1-5. Vancouver comprehensive plan land use designations

Comprehensive Plan designation	Corresponding Zoning	General Intent
Residential		
Urban Lower Density	R-2, R-4, R-6, R-9	Predominantly single-family detached residential development, with some allowances for duplexes, townhouses, and single-family homes on small lots using infill standards
Urban Higher Density	R-18, R-22, R-30, R-35, MX	Predominantly apartments and condominiums, with some allowance for attached housing (such as duplexes, townhouses, and small-lot single-family homes) and mixed use

While the current zone R-18 is also in the Urban Higher Density designation, the surrounding area zoned R-18 is largely attached single-family housing.

This request furthers the Community Development policies on page 1-14 to 1-15 of the Comprehensive Plan:

CD-2 Efficient development patterns Encourage efficient development throughout Vancouver to ensure achievement of average density of 8 units per acre set by countywide planning policies. Encourage higher density and more intense development in areas that are more extensively served by facilities, particularly transportation and transit services.

Response:

- The site is in close proximity to a full-service grocery store/commercial area, elementary school, community park, and C-Tran Bus route 78 on NE Andresen Rd.
 - Safeway and Walgreens are both approximately 1/4 mile from the site. This is approximately a 5-minute walk. There is also a Starbucks (inside Safeway), Chase Bank, State Farm Insurance, The UPS Store, Sprint Store, Great Clips, Nail Salon, Drive through Coffee, and Subway.
 - Walnut Grove Elementary is directly south of the site.
 - Raymond E Shaffer Community park is located ¼ mile to the southeast. This is a 10 acre park that connects to another 7 acre park to the south.
 - C-Tran Bus route 78 stops at NE Andresen Rd and NE 63rd Street. This is less than a ¼ mile from the site.
 - The northbound and southbound busses arrive every 30 min from 6:00am to 9:00am and 3:00pm to 6pm
 - The northbound and southbound busses arrive every 60 min from 9:00am to 3:00pm and 6:00pm to 10pm

CD-3 Infill and redevelopment Where compatible with surrounding uses, efficiently use urban land by facilitating infill of undeveloped properties, and redevelopment of underutilized and developed properties. Allow for conversion of single to multi-family housing where designed to be compatible with surrounding uses.

Response:

- The applicant will be developing 3 parcels (2.52 acres total) each with existing single-family residences. This is a relatively small infill project, where the intent is to convert the existing underutilized land into a multi-family housing project.

In addition, the request fulfills both CD-9, facilitating compatible uses adjacent to each other, and CD-10, placing housing near services (complementary land uses).

Chapter 3 of the Comprehensive Plan contains the City's Housing element. The Plan recognizes the need for diverse housing:

As the baby boom generation ages over the next 20 years, there is likely to be a greater need and demand for smaller units, retirement homes, and assisted living.

Page 3-3.

The plan notes that most residential housing is single-family housing (57%). *Id.* Housing affordability is also a City concern:

The Growth Management Act requires local jurisdictions to demonstrate that regulations allow and encourage housing for all economic segments of the community. Table 3-3 provides a breakdown of local households by income ranges, and the general share of Vancouver housing they can afford to buy or rent without having to spend more than 30% of their income.

There are several policies that would be furthered by this request, including:

H-1 Housing options

Provide for a range of housing types and densities for all economic segments of the population. Encourage equal and fair access to housing for renters and homeowners.

H-2 Affordability

Provide affordable housing by formulating innovative policies, regulations and practices, and establishing secure funding mechanisms. Target affordability programs toward households with incomes below the median.

C. Change in Circumstances

When the site was in Clark County, on the County's 1994, 2004, and 2007 Comprehensive Plan, the site had a Mixed Use Comprehensive Plan designation. In 2016, with its updated comprehensive plan, the County applied the Urban Medium Density Residential to the site.

In 2017, the City annexed the site. The City does not have a Medium Density Residential designation or a R-12 zone, so the site was converted to a Urban Higher Density designation and a R-18 Zone.

Since the 2018 update to the Strategic Plan, market and demographic changes have occurred, with a renewed need for more housing units that could lead to more affordable housing.

Lack of Higher Density Residential Lands. The City has a shortage of higher density land that would allow for typical apartment development. The higher density designation should provide development consisting of "predominately apartments". Also the City projects their housing/employment capacity based on the Vacant Buildable Lands Model (VBLM). In review of the most current year (2018), it shows that out of the 343.9 acres of vacant and underutilized higher density land in the city only 63.2 acres were zoned R-30 or R-35. See attached map (Vacant Buildable Lands (VBLM) Vancouver NE 2018 (UGA)). The rest of the land (280.7 Acres) is zoned R-18 or R-22, which currently provides for single family homes or attached townhomes based on current development patterns, and would not provide the density and affordable housing the City is planning for.

Of the total 63.2 acres that were available in 2018, 35 acres have been developed in the last two years. This leaves 28.2 acres of R-30 land left in the City. Of the 28.2 Acres, 4 acres comprise of lots less than a 1/3 of an acre, 3.8 acres are currently going through the development process (Tax Lot 30853000 and 30842000), and 7.3 acres are constrained entirely by critical area buffers (Tax Lot 159857000, 159856000, and 37515000). This would leave approximately 13.1 acres of R-30 land available for apartment housing within the City going forward (Tax lots 37910177, 108831000, 108118003, 108114000, 165914000, 165894000, 165915000, 165893000, and 112619002). This represents a severe shortage of land for apartments that amounts to a change in circumstance because of limited supply.

In addition, the lack of land zoned for apartments has resulted in a trend that essentially converts commercially zoned land into residential projects. The Mixed-Use code standards are allowed to be applied to commercial properties within the City. In many instances, developers who predominantly seek to build apartment units have used the code to develop buildings on commercial land that are up to 95% residential with only 5% commercial. This lack of suitable, denser housing sites is also reflected in the City's current consideration of a new zone that would allow higher density sites up to 50 units per acre. This demonstrates the City's recognition that the City is low on high density land, so that more land needs to be converted to higher densities. The potential update is discussed at this link: <https://www.cityofvancouver.us/ced/page/housing-code-updates>, where one of the goals

is this:

Develop standards for a new higher density zoning category that would allow denser multi-family housing development. This would also require a site-specific rezone process to be implemented.

Lack of Affordable Housing. There is a correlation between the lack of housing units and affordable housing where increased demand and reduced supply drive up housing costs.¹ According to the AWB Institute, during 2018 in Clark County, there were an estimated 12,608 renting households spending 50% or more of household income on shelter, or 21.5% of all renting households.²

According to the 2016 Affordable Housing Task Force Report issued by the City of Vancouver,³ it was noted that:

Vancouver, Washington and the surrounding communities are experiencing an unprecedented demand for rental units. In June 2015, the vacancy rate in Vancouver was just below 2%, down from 3.8% at the end of 2010.¹ The tightening market has led to a dramatic increase in rents. Between October 2014 and October 2015, the increase in median rent for a 2-bedroom, 1-bath unit in Vancouver was the highest in the nation at 15.6% (a jump from \$900 to \$1,040 per month).

Page 2.

While this report was issued in 2016, conditions have not changed, and may have worsened due to the health and economic impacts of COVID-19. This report recognizes that higher densities can promote more affordable housing. Page 9.

CONCLUSION

Because there is a shortage of land zoned for apartments, more R-18 and R-22 land should be converted to the R-30 density. These lands are already designated for higher density housing so an incremental increase in density should not have a significant adverse impact on surrounding properties, but it could provide a significant positive impact on providing more housing units to increase supply and meet demand. We respectfully request that staff recommend approval of this zoning map amendment.

¹ See <https://www.urban.org/sites/default/files/publication/83656/2000907-strategies-for-increasing-housing-supply-in-high-cost-cities-dc-case-study.pdf>.

² <https://www.awbinstitute.org/indicator/renters-spending-50-or-more/>.

³ http://www.cityofvancouver.us/sites/default/files/fileattachments/community_and_economic_development/page/18992/affordable_housing_task_force_-_final_report_-_6.16_0.pdf.

ATTACHMENT D – APPLICATION TRAFFIC ANALYSIS



MEMORANDUM

Date: February 18, 2021

To: Travis Johnson, PE
PLS Engineering
604 West Evergreen Blvd
Vancouver WA 98680

From: Frank Charbonneau, PE, PTOE

Subject: Development Rezone & Trip Generation Assessment FL2113
NE 62nd Street Apartments
Vancouver

As requested we are providing a trip generation assessment for rezoning the NE 62nd Street Apartments' development property in Vancouver. The City through Eric Hahn and Bryan Snodgrass will need this information, as you know.

It is our understanding that the site is currently zoned R-18 and could buildout a total of 45 apartment units. The current development project intends to rezone the property to R-30 and construct three buildings of three-story design with 76 apartment units. The trip generation associated with each zoning scenario has been determined as documented in this report.

The ITE Trip Generation manual (10th edition, year 2017) was used to calculate the number of weekday and peak hour trips. Trip rates for Mid-Rise Housing and land-use code #221 was applied. Table 1 presents the trip generation results for the R-18 zoning and 45 apartment units.

Table 1 R-18 Projected Trip Generation for 45 Mid-Rise Apartments

ITE Land Use	Dwelling Units (#)	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
<i>Mid-Rise Housing (#221)</i>	45							
Generation Rate ¹		5.44	0.36	26%	74%	0.44	61%	39%
Site Trips		245	16	4	12	20	12	8

¹ Source: *Trip Generation*, 10th Edition, ITE, 2017, average rates.

Table 2 on the following page presents the trip generation for the proposed R-30 zoning and 76 apartment units.

Table 2 R-30 Projected Trip Generation for 76 Mid-Rise Apartments

ITE Land Use	Dwelling Units (#)	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
Mid-Rise Housing (#221)	76							
Generation Rate ¹		5.44	0.36	26%	74%	0.44	61%	39%
Site Trips		413	27	7	20	33	20	13

¹ Source: *Trip Generation*, 10th Edition, ITE, 2017, average rates.

In summary a comparison of the trip generation between the two zoning scenarios reveals that the proposed development with 76 dwelling units will generate 168 more ADT trips, 11 trips more in the AM peak hour and 13 trips more in the PM peak hour than under the existing zoning scenario with 45 dwelling units. It is not anticipated the higher number of trips will result in any safety or capacity issues above the levels associated with the existing zoning. This finding will need to be more fully documented in a complete traffic analysis report conducted at a later time.

If you should have any questions, please contact Frank Charbonneau, PE, PTOE at 503.293.1118 or email: Frank@CharbonneauEngineer.com.



Renews 9-30-2

ATTACHMENT E – VANCOUVER SCHOOL DISTRICT CAPACITY LETTER

February 18, 2021

MEMORANDUM

TO: Bryan Snodgrass
City of Vancouver

FROM: Nicole Daltoso
Capital Facilities Planning Manager

RE: 6115 NE 72nd Ave

The school district has reviewed the proposed seventy six (76) single-family units located at 6115 NE 72nd Ave. The proposed site lies within Walnut Grove Elementary School, Gaiser Middle School and Fort Vancouver High School boundaries.

Student Enrollment and Capacity

Walnut Grove Elementary School

Current Enrollment	<u>629</u>
Approximate Capacity	<u>537</u>

Gaiser Middle School

Current Enrollment	<u>868</u>
Approximate Capacity	<u>952</u>

Fort Vancouver High School

Current Enrollment	<u>1,537</u>
Approximate Capacity	<u>1,920</u>

These capacity numbers are current as of the date of this letter as capacity will fluctuate each school year. At the present time, Walnut Grove Elementary School exceeds capacity. It is the policy of the Vancouver School District to make accommodations for enrollment at each school as necessary. This would include the use of portable classrooms or adjustments to the attendance boundaries with neighboring schools in order to accommodate increased student enrollment. The district may also require students from a new residential development to attend another district school or schools in which space is available. In such case, the district will provide transportation for the students.

Student Transportation

Bus transportation is provided for students who live more than one (1) mile from schools. Students who live less than one (1) mile will be required to walk unless there are unsafe walking conditions. Bus stops are determined as parcels are developed, and the main criteria for establishing a bus stop is the safety of the children. Students attending Walnut Grove will walk to school. The bus stop for students attending Gaiser Middle and Fort Vancouver High Schools is located at NE 72nd Ave and NE 60th Street.

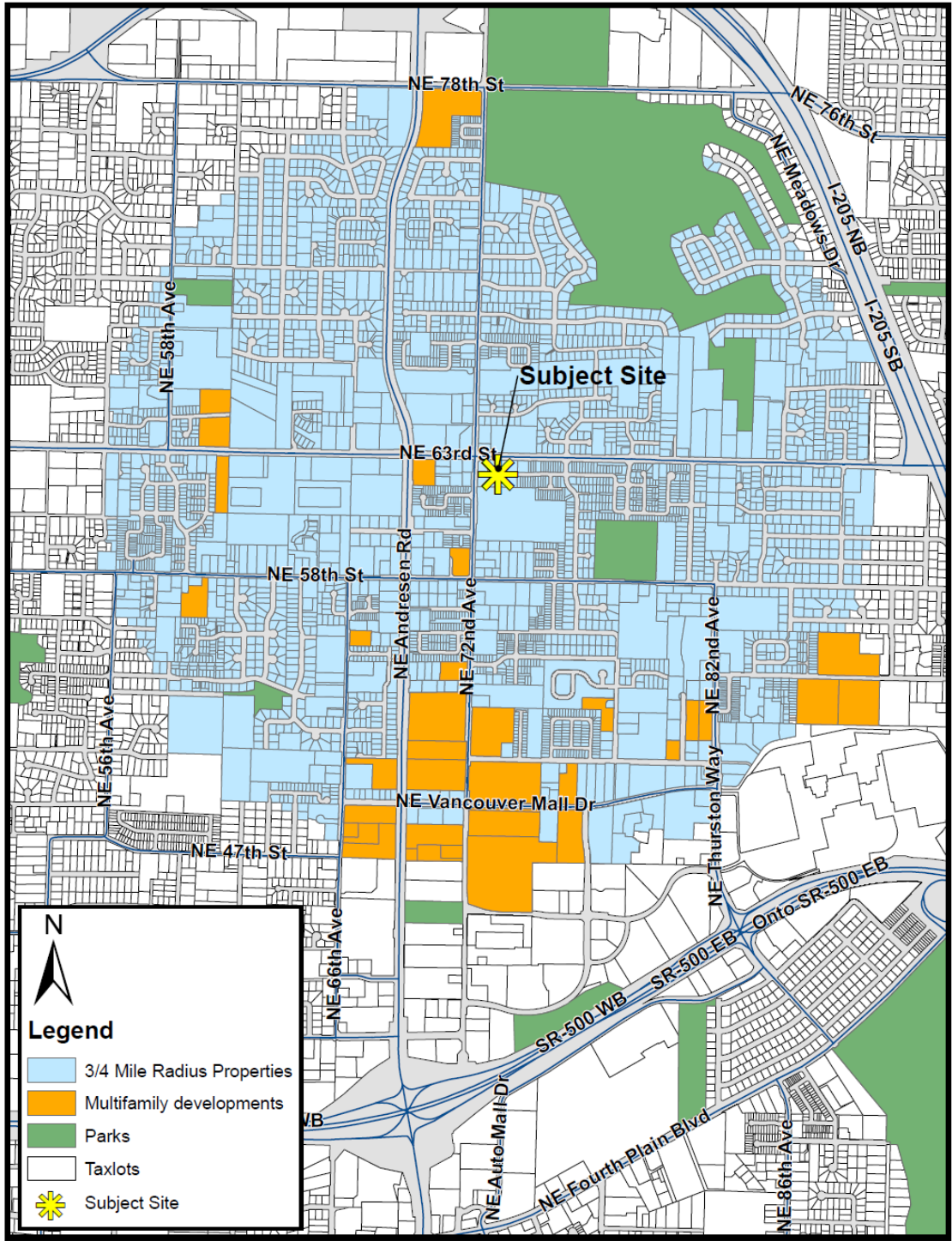
If additional information is needed, please do not hesitate to call 360-313-1040.

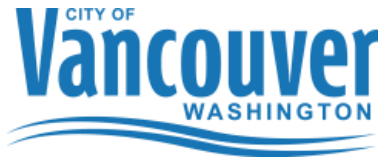


Vancouver Public Schools

2901 Falk Road • Vancouver, WA 98661
PO Box 8937 • Vancouver, WA 98668-8937
Phone: 360-313-1000 • Fax: 360-313-1001 • www.vansd.org

ATTACHMENT F – MAP OF AREA APARTMENTS





PLANNING COMMISSION MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. Sixth Street
PO Box 1995 – Vancouver, Washington 98668-1995
www.cityofvancouver.us

Marjorie Ledell • Steve Schulte • Jack Harroun • Jim Atkins • Larry Blaufus • Zachary Pyle • Tim Schauer

March 9, 2021

REGULAR MEETING (Convened telephonically, no in person attendance)

Vancouver City Hall - 415 W. Sixth Street, Vancouver WA

CALL TO ORDER AND ROLL CALL

The March 9, 2021 meeting of the Planning Commission was called to order at 5 p.m. by Chair Ledell.

Present: Marjorie Ledell, Steve Schulte, Zachary Pyle, Jack Harroun, Tim Schauer, Jim Atkins and Larry Blaufus

Absent: None

ADOPTION OF MINUTES

Motion by Blaufus, seconded by Harroun, and carried unanimously to adopt the minutes from February 23, 2021 as written.

COMMUNICATIONS FROM VICE CHAIR AND STAFF

Rebecca Kennedy, Planning Manager, stated that going forward staff will accept public sign up to provide testimony until noon the day of the meeting. The public can send written comment any time to planningcommission@cityofvancouver.us.

WORKSHOPS

5:02 P.M. BASEMENT STORAGE DOWNTOWN

Bryan Snodgrass, Principal Planner, City of Vancouver

Staff introduced a zone change request to allow for basement storage in the downtown core. Currently, basement storage within the downtown City Center Mixed Use (CX) zone is prohibited and new storage facilities are prohibited within 500 feet of major corridors citywide. Staff indicated that there are an estimated 10 to 20 existing buildings that are potentially eligible for basement storage in the downtown core. Initial outreach has occurred, including internal discussion between City departments, outreach to known property owners of buildings with existing underutilized basements, discussions with the Vancouver Downtown Association (VDA), and notification of neighborhood associations and nearby property owners. The applicant and staff are continuing outreach and researching comparable jurisdictions for precedent. Follow up workshops or hearings are not yet scheduled.

Commission Discussion

Commissioner Schulte asked if there would be a need for loading areas to ensure that users of the facility aren't blocking public streets. Staff explained that they will be exploring this issue further but that initial conversations with City Transportation staff have not yielded concerns. The applicant stated that there could be a five to ten-minute loading zone, which could be considered during the site plan review process.

Commissioner Atkins asked if new buildings built with a basement may include storage. Staff said that new buildings are authorized to provide storage options for their tenants but are not authorized for commercial storage. Atkins echoed Schulte's sentiments that providing a metered loading space would be practical. He also felt fire safety is an important consideration, particularly for existing basements. Outside of these considerations, Atkins indicated general support for considering allowances for basement storage in the downtown core. Commissioner Harroun indicated general agreement. Commissioner Schauer also indicated general agreement and added that below ground basements are a reasonable place for storage for both commercial and residential purposes. He assumed that residents of buildings with basement storage must pay to use the facilities, making it a commercial enterprise anyway.

5:16 p.m. Commissioner Pyle joined the meeting

Commissioner Blaufus asked how many of the identified 10 to 20 existing buildings are of commercial use. Staff indicated that the number is an estimate but that it's likely mostly commercial units. Blaufus asked how many of those buildings have businesses in them now. Staff said they are uncertain in terms of above-ground businesses and that public-facing active uses in existing basements is limited. Blaufus asked if the fire department (FD) would weigh in on anyone applying for basement storage use in the downtown core. Staff confirmed, noting that the Vancouver Fire Department typically provides input at the site plan review stage.

Applicant Testimony

Randy Printz of Cascadia Development Partners explained that basement storage is an allowed use in the downtown core for tenants within the building. He noted that—in terms of older buildings—the concerns of the Fire Department are related to existing basements that are out of compliance with current fire codes. Printz noted that storage is needed in areas of higher density and that providing it downtown will reduce vehicle trips. The applicant explained that they have explored ways to utilize the existing basement through brokers but that through these efforts they confirmed that there is limited market interest for retail/office uses in basements.

Commission Discussion Continued

Commissioner Blaufus asked what types of materials would be stored at the Quinn. The applicant stated that they don't envision that their basement storage facility would be used to store big furniture pieces. Blaufus asked how storage use compares to other commercial uses in market cost per square feet. The applicant felt that a storage use would be the lowest price per square foot compared to other commercial options but that their experience has been that other users are not interested in locating in the basement.

Commissioner Harroun asked if the prohibition for downtown storage came from a broader prohibition of not wanting high-rise storage buildings. Staff believed so and presumed that they were trying to ensure that valuable downtown real estate wasn't taken up by storage facilities. Staff noted that allowing for downtown storage to occur only in the basement would not cause this.

Commissioner Pyle asked how storage would be accessed from the exterior of the building. The applicant indicated that access could be taken from the main front entrance or a secondary access on the east side of the building.

Commissioner Pyle asked what the applicant was anticipating regarding signage. The applicant stated that they have not considered this question yet. Pyle stated that limitations on signage should be part of the site plan review process.

Commissioner Atkins asked how the ordinance would apply to buildings that have been built recently and if they would be allowed to convert their basements to storage. He expressed concern that the ordinance may create an incentive to convert parking spaces to storage since storage uses can become more valuable than parking in certain market conditions. Staff explained that they were considering disallowing conversion of parking lots to basement storage unless they could demonstrate that the reduction in parking spaces wouldn't cause issues. Atkins added that if the City is going to allow the code change, then it must only be in cases where the basement is fully underground. Commissioner Ledell agreed that staff should continue exploring potential unintended consequences of the proposal.

CITIZEN COMMUNICATIONS

Don Steinke, Vancouver, testified that there haven't been meaningful efforts at the local or national level to address climate change and that by acting at the local level, the city could inspire other jurisdictions to follow. He added that the Washington state legislature adopted the goal of reducing emissions 45% below 1990 levels by 2030 but that the state is currently about 10% higher than 1990 levels. He stated that the City Council is committed to emissions reduction efforts equal to or better than the state goal. He urged the Commission to help the City move faster in emissions prevention and reduction.

HEARING

6:38 P.M. 62ND AVENUE STAND-ALONE REZONE

Bryan Snodgrass, Principal Planner, City of Vancouver

Staff presented the 62nd Avenue standalone rezone proposal, consisting of a change in zone from R-18 to R-30 to allow for the construction of a higher density apartment complex. Staff explained that upon approval of the rezone, the applicant envisions submitting a site plan proposal for a 76-unit market-rate apartment complex, consisting of three 3-story buildings comprised of 1-bedroom and 2-bedroom units. Staff described the transportation impacts and considerations related to the zone change as well as considerations for Walnut Grove Elementary School. Staff noted potential implications of a rezone on the existing corner property that is not a part of the site, explaining that future development of the corner parcel will still be feasible but less likely in the near term if the rezone is approved due to the size and limited access to the parcel. Staff responded to Commission inquiries from prior workshops regarding the local apartment market and inquiries regarding the perceived scarcity of 3-bedroom units. Staff acknowledged that 3-bedrooms are scarcer citywide, but the need for these units in the site area is questionable due to the prevalence of lower density multi-family housing opportunities within approximately ¾ miles of the site.

Staff recommended that the Planning Commission forward a recommendation to the City Council to approve the zone map change proposal, which facilitates additional multifamily housing near public and commercial services and amenities, at densities that will likely expand nearby housing options.

Commission Discussion

Commissioner Pyle asked if staff felt that the proposal was consistent with the Comprehensive Plan since it is a rental property in an area with significant single family development. Staff explained that single family tends to be more owner-occupied but not exclusively so, and that they don't have an analysis of the rental concentration in the area.

Commissioner Harroun asked if the City could ask for pedestrian connectivity between the end of the street and 162nd Ave. Staff explained that site specific requirements would require a development agreement. Harroun asked if the City can ask for that. Staff said that they would recommend it if it rose to the level necessary to meet the rezone criteria. Staff reiterated that there will be two access points to the school and that the school district indicated that there would be access to an existing gate that they intend to keep open. Harroun asked if that is for people that live along 62nd Avenue as well. Staff was uncertain of what the ownership status is of the gate.

Commissioner Atkins asked if there are any EV charging stations included in the design or if that is a site plan issue. Staff said that it's typically a site plan issue. Atkins encouraged staff to think about site plan review requirements and EV charging stations to stay ahead of the market. Atkins expressed support for the zone change proposal. Staff reminded the Commission that they have an upcoming workshop on the City's climate strategy and that process includes code change considerations like EV charging stations.

Applicant Testimony

Consultants of PLS Engineering presented on behalf of the applicant. They reviewed two approval criteria and how the proposal meets those criteria. They explained that the zone change request does not require a Comprehensive Plan change because the zone they're proposing is consistent with the Urban High Density Comprehensive Plan designation that is currently in place at the site. The consultants explained that R-30 zoning provides greater incentive for the owner to develop denser housing than the Comprehensive Plan calls for, which was not currently being built in the R-18 zone. The consultants indicated that denser developments tend to provide more affordable housing opportunities.

The consultants also addressed concerns raised at the last Commission workshop. They stated that because the proposed zone change is still consistent with the Comprehensive Plan designation, it does not constitute a spot zone. They also addressed the Commission's inquiry about including 3-bedroom units, stating that there is significant demand for 1-bedroom and 2-bedroom units in the city.

Commission Discussion

No discussion or questions by the Commission.

Public Testimony

Heidi and Gary Miller, Vancouver. They live across the street from the proposed site and own two parcels nearby. They stated that they weren't aware that there was a public workshop in January and wanted clarification on how the proposal was publicized. They also explained that they have been flooded by the development that went in on 62nd Street and that it has impacted their ability to build and to get an appraisal. They wanted to know what environmental studies have been done for this proposal and how it

will impact them. They expressed their desire to preserve the remaining single-family neighborhood, citing existing rental opportunities in Walnut Grove. They also expressed concern about traffic, noise, and overcrowding at Walnut Grove Elementary School. They understood that there was a public hearing to consider moving forward with the proposal and wanted additional opportunities to discuss it further.

Public testimony closed at 7:21pm.

Staff described the workshop and public hearing process and how to best provide input, indicating that a City Council hearing date has not been established yet but that a public hearing is the best way to provide feedback. They also explained the City's notification process for proposed rezones. Staff will follow-up with the Millers regarding drainage concerns. Staff then clarified that the current process is for a zone change and not a site plan review. It's at the latter stage where issues concerning drainage are assessed in more detail.

The consultants responded that no specific development is proposed at this time and that there is a different process for that review. They explained that the land is already zoned for multifamily development and that they're asking an increase in density.

Commission Deliberation

Commissioner Blaufus felt that the traffic study showed that the proposed rezone is a reasonable approach. He felt that more effort should be taken by the City to connect with people with properties that are adjacent to proposals like this to ensure they're aware of what is being proposed. Blaufus asked if an environmental impact study will be done. Staff said that state law requires the City to fill out an environmental impact review checklist for rezones, but that a more detailed SEPA analysis occurs once a development proposal is submitted.

Commissioner Atkins recommended a brief continuation of the proposal to allow staff to investigate the existing flooding issue to identify if it's possible to further densify the site without exacerbating it. He explained that he was supportive of the proposal prior to the flooding issue being raised.

Commissioner Schauer felt that they don't need a continuation and felt that it's at the risk of the applicants to address flooding concerns during the site plan review process.

Commissioner Pyle asked staff to elaborate on how the evaluation of existing infrastructure and its capacity plays into their considerations for rezones. Staff explained that the rezone criteria is generalized and that there's a range of Comprehensive Plan and Strategic Plan policies to call from. They added that the City drainage ordinance doesn't apply until the site plan review stage. Commissioner Pyle didn't think that he wanted to evaluate it for this rezone, but that infrastructure should be considered when the Comprehensive Plan is updated.

Commissioner Blaufus asked if an applicant would be required to mitigate flooding issues if a flooding problem were to be identified and the proposed development would exacerbate it. Staff confirmed adding that the site's stormwater drainage plans need to respond to the City code.

Commissioner Schulte stated that he felt it was important to move forward with an action on this proposal but that the issue that has been brought up with is an important one that needs to be dealt with prior to staff taking the Commission's recommendation to Council.

Commissioner Harroun felt that developers would redirect water coming onto their properties into the street, which could impact neighbors. He asked what processes are in place to address this. Staff stated that he raised questions about the nature of the specific site that they don't know. Harroun stated that he was sympathetic to this concern but felt that it wasn't within his purview when considering the rezone.

Commissioner Ledell asked if the site plan review would focus on the flooding issue and resolve it if the proposal were to go forward. Staff confirmed and added that given the issues raised, they will need to provide a response at the City Council workshop. Commissioner Ledell felt comfortable going forward given staff's explanation of the site plan review process.

Commissioner Pyle said that he was supportive of the proposal. He felt that it fits well in terms of access to transit and to commercial areas. He added that this product type is typically more affordable even though it's likely to be a market-rate project. Pyle felt the proposal is in alignment with City goals.

Motion, by Schulte, seconded by Pyle, and carried 6-1 to forward a recommendation to City Council to approve the 62nd Avenue zoning map designation change from R-18 to R-30 based on the findings described in the staff report. Commissioner Atkins opposed.

Roll Call Vote

Tim Schauer	Yes
Zachary Pyle	Yes
Larry Blaufus	Yes
Jim Atkins	No
Jack Harroun	Yes
Steve Schulte	Yes
Marjorie Ledell	Yes

ADJOURNMENT 7:43 PM

Marjorie Ledell, Chair

To request other formats, contact Tina Picchioni, Community and Economic Development Department | 360-487-8657.
WA Relay: 711 | tina.picchioni@cityofvancouver.us



Staff Report 072-21

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 5/10/2021
5/17/2021

SUBJECT Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities

Key Points

- On June 8, 2020, the City Council adopted Ordinance M-4295 establishing an emergency six-month moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. On July 20, 2020, the City Council held a public hearing on Resolution M-4082 making findings of fact in support of the adoption of Ordinance No. M-4295. At the conclusion of the public hearing City Council voted to adopt Resolution M-4082.
- On November 23, 2020, the City Council adopted Ordinance M-4323 extending for an additional six months the emergency six-month moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. A public hearing on Ordinance M-4323 was held on December 7, 2020.
- This ordinance would extend the emergency six-month moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities for an additional period of six months and directs staff to continue work on recommendations addressing the circumstances necessitating the moratorium.

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 current moratorium prohibits the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities until June 8, 2021. This provides time for work to continue on updates to the Strategic Plan, VCCV, Title 20 updates, and the drafting of a Climate Action Plan. This extension would keep the current moratorium in place until December 8, 2021.

Advantage(s)

1. Allows the City time to consider the widest range of choice and alternatives for future development when developing strategy and plans and implementing corresponding code updates.
2. Allows time for associated public process, stakeholder outreach, and required environmental review.
3. Avoids jeopardizing any possible land use option that may be precluded by unrestricted development until work on the Strategic Plan, VCCV, Title 20 updates, and Climate Action Plan are further underway.

Disadvantage(s)

Prohibits the acceptance, processing, and granting of applications for permits for previously allowed new or expanded fossil fuel facilities.

Budget Impact

Minimal budget impact. No permit applications for new, or the expansion of existing, facilities means no permit fee revenue but also no permit review costs. Because permit review fees are capped, permit fees may not fully cover the cost of reviewing a large and complicated project like a fossil fuel facility, meaning the moratorium may have a slight budget benefit to the City.

Prior Council Review

- June 8, 2020, adoption of Ordinance M-4295 adopting temporary moratorium.
- July 20, 2020, adoption of Resolution M-4082 making findings of fact in support of the adoption of Ordinance No. M-4295.
- November 23, 2020, first reading and review of Ordinance M-4323 to extend temporary moratorium.
- December 7, 2020, public hearing and approval of Ordinance M-4323 extending temporary moratorium for additional six months.

Action Requested

On Monday, May 10, 2021, approve ordinance on first reading, setting date of second reading and public hearing for Monday, May 17, 2021.

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

ATTACHMENTS:

- ▢ Ordinance
- ▢ Six-Month Work Plan

05/10/2021
05/17/2021

ORDINANCE NO. _____

AN ORDINANCE further extending for an additional period of six months the moratorium first enacted by Ordinance No. M-4295, and extended by Ordinance No. M-4323, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium; and establishing an effective date.

WHEREAS, the City of Vancouver is a Charter City of the First Class and has the authority to adopt and renew temporary moratoria pursuant to the City’s constitutional police powers, home rule authority, RCW 36.70A.390, and RCW 35.63.200; and

WHEREAS, on June 8, 2020, the Vancouver City Council adopted Ordinance No. M-4295, enacting a six-month temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the City Council held a public hearing on July 20, 2020, and thereafter adopted findings of fact supporting the enactment of the moratorium; and

WHEREAS, on December 7, 2020, the City Council held a subsequent public hearing, at the conclusion of which it made additional findings of fact and adopted Ordinance No. M-4323, extending the moratorium for another six months, until June 8, 2021; and

WHEREAS, “Goal 1” of the City of Vancouver’s 2016-2021 Strategic Plan is to “[e]nsure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest;” and

WHEREAS, local governments have a core responsibility for upholding the public health, safety, and welfare, mitigating and preparing for disasters, protecting and preserving natural systems and supporting economic development; and

WHEREAS, the City of Vancouver and the greater Pacific Northwest are vulnerable to powerful subduction zone earthquakes that occur with periodic frequency along the Juan de Fuca and North American plates; and

WHEREAS, geologic research has shown that subduction zone earthquakes have occurred along the Pacific Northwest with relative regularity over the last 10,000 years, and if averages from past events are predictive, the region could be overdue for another powerful subduction zone earthquake; and

WHEREAS, many of the city's buildings and critical infrastructure were built before the city's seismic exposure was widely understood; and

WHEREAS, the Clark Regional Emergency Services Agency has identified Critical Facilities and Infrastructure (including Hazardous Materials, Energy Facilities, Transportation Systems, and Water and Sanitation Systems) to be co-located within areas of the City with a "Moderate to High" liquefaction susceptibility; and

WHEREAS, the City of Vancouver's drinking water (almost 26 million gallons per day) is supplied entirely from groundwater resources; and

WHEREAS, the vast majority of Vancouver's drinking water (approximately 90%) is supplied from the Troutdale, Upper Orchards and Lower Orchards Aquifers, the boundaries of which are often blurred (the Orchards Aquifer is likely an alluviated portion of the Troutdale with little or no silica cementing), and historical water monitoring indicates that water moves vertically through the hydrogeologic layers of these aquifers; and

WHEREAS, facilities that store or process hazardous materials have been recognized to present an increased risk of spills or leaks, and a greater concentration of such facilities renders the City's water supply at an increased susceptibility to contamination, particularly in the event of a powerful earthquake; and

WHEREAS, prior Vancouver city councils have endeavored to protect City water resources by establishing development regulations and minimum standards to reduce the risks of contaminants entering water resources by enacting local ground and surface water regulations, now codified in Chapter 14.26 VMC, the Water Resources Protection Ordinance; and

WHEREAS, recognizing the risks posed by transportation of petroleum, prior Vancouver city councils have encouraged agencies to deny permits for facilities that increase the transportation of Bakken crude oil through Clark County (June 2014, Resolution M-3821), restricted the expansion of crude petroleum facilities by way of a moratorium (Sept. 2014, Resolution M-4090), and made corresponding revisions to the City land use code (Chapter 20.150 VMC); and

WHEREAS, this City Council recognizes that the storage, transfer, processing and handling of other fossil fuels within the City pose risks to safety, health, and livability, including mobility of people, other freight, and other commercial vehicles which are potentially catastrophic in magnitude; and

WHEREAS, this City Council finds that it is appropriate to conduct review and analysis of the City's current vulnerabilities to determine if the purposes of Title 20 and Chapter 14.26 VMC may continue to be fulfilled while accommodating the establishment of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the siting of large-scale fossil fuel facilities raises issues of social equity, as these types of facilities have historically been disproportionately located in close proximity to low-income communities and communities of color; and

WHEREAS, in addition to the foregoing, on January 17, 2020, the Ninth Circuit Court of Appeals found that “Copious expert evidence” establishes that an unprecedented rise in the Earth’s carbon concentration levels stems from fossil fuel combustion, and if left unchecked, such levels will wreak havoc on the Earth’s climate; stating further: “The problem is approaching ‘the point of no return.’ Absent some action, the destabilizing climate will bury cities, spawn life-threatening natural disasters, and jeopardize critical food and water supplies.” (Hon. Andrew D. Hurwitz, Circuit Judge authoring the majority opinion of Juliana v. United States, No. 18-36082, p.13 (9th Cir., Jan. 17, 2020); and

WHEREAS, studies conducted by the University of Oregon have found that the effects of climate change on water supplies, public health, coastal and storm damage, wildfires, and other impacts, will cost Washington almost \$10 billion per year after 2020, unless additional actions are taken to mitigate these effects; and

WHEREAS, the University of Washington has found that Washington State has experienced long-term warming, a lengthening of the frost-free season, more frequent nighttime heat waves, rising sea levels along most of Washington’s coast, increased coastal ocean acidity, declining glacial area and spring snowpack, and changes in the peak streamflows in many rivers to earlier in the year; such that three key areas of risk, specifically changes in the natural timing of water availability, sea level rise and ocean acidity, and increased forest mortality, will likely bring significant consequences for the economy, infrastructure, natural systems, and human health of the region; and

ORDINANCE - 4

WHEREAS, the scientifically projected increase of forest mortality poses a unique, and heightened threat to the quality of life enjoyed by residents of the City of Vancouver, which has been annually recognized as “Tree City USA” since 1989; and

WHEREAS, the scientifically projected changes to streamflows pose a unique, and heightened threat to the life, health, safety, and economic vitality enjoyed by residents of the City of Vancouver, as it has been long-recognized that “one of the greatest assets of Vancouver is its shoreline along the Columbia River” (August 1991, Resolution M-2739); and the City has made significant financial investments to complete capital improvements such as the Waterfront Development Project and Columbia River Renaissance Trail, in order to “draw walkers and bikers to the water’s edge” and “reinforce recognition of the [Columbia River] waterfront as a place of community-wide enjoyment” (June 1993, Resolution M-2836); and

WHEREAS, large-scale fossil fuel facilities create significant public health risks, including air pollution resulting in impaired respiratory functions from fine particulates, noise pollution affecting hearing loss and psychological health, and exposure to heavy metals and contaminated drinking sources resulting in cancers, premature death and lung and heart diseases; and

WHEREAS, fossil fuels, including petroleum, coal and natural gas, are a major source of carbon dioxide, heavy metals, nitrogen oxide and sulfur dioxide, and each has a demonstrated nexus to climate change and environmental pollution; the Vancouver City Council has grave concerns regarding the safety of Vancouver City residents and the environment, and the strain on public services and existing infrastructure resulting from the siting and operation of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the City of Vancouver is preparing to update the City Strategic Plan, the Vancouver City Center Vision (“VCCV”), and make annual updates to Title 20 VMC; and it is

appropriate at this time to facilitate citizen engagement, undertake appropriate review of large-scale fossil fuel zoning and siting considerations in order to mitigate avoidable risks of catastrophic harm, ensure that the resiliency goals adopted as part of the City Strategic Plan are capable of being fully realized, focus more economic development on safe and renewable energy sources and “green” businesses, and account for the social and environmental impacts on traditionally marginalized communities; and

WHEREAS, the City Council finds that in order to preserve the ability to develop the Strategic Plan, VCCV, and Title 20 updates, with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict the establishment of new, or expansion of existing, large-scale fossil fuel facilities until the strategy and corresponding code updates are completed; and

WHEREAS, City staff has continued to engage with interested stakeholders, in order to better understand the interests of all parties potentially affected by more comprehensive regulation of large-scale fossil fuel facilities, but still more time is needed to integrate this information with possible amendments to existing regulations; and

WHEREAS, extending the moratorium for another six months will allow City staff enough time to finalize appropriate strategies to mitigate risks associated with the establishment of new, or expansion of existing, large-scale fossil fuel facilities in the future, through amendments to existing zoning ordinances if necessary; and

WHEREAS, extending the existing moratorium will enable the City to continue to maximize public input in the siting of new, or expansion of existing, large-scale fossil fuel facilities, without jeopardizing any possible land use options that may be precluded by unrestricted development; and

ORDINANCE - 6

WHEREAS, the extension of the existing moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional six months, promotes the public health, safety, and general welfare of the people of Vancouver, and will encourage the most desirable and productive use of land and community resources; and

WHEREAS, it is necessary that this ordinance go into effect immediately in order to keep the existing moratorium in place, maintain continuity of the status quo, and avoid a rush of applications for new or expanded development of large-scale fossil fuel facilities.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings of fact. The recitals to this ordinance are hereby incorporated by this reference and adopted as the City Council’s findings of fact justifying renewal of the existing moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months, in accordance with RCW 36.70A.390 and RCW 35.63.200. The City Council held the requisite public hearing on May 17, 2021, prior to final adoption of this ordinance and renewal of the existing moratorium.

Section 2. Definitions. For the purposes of this ordinance:

A. “Fossil fuels” means petroleum and petroleum products, coal, and natural gasses, including without limitation methane, propane and butane, derived from prehistoric organic matter and used to generate energy. Fossil fuels do not include by-products such as asphalt, plastics, fertilizers, paints, or denatured ethanol.

B.1. “Large-scale fossil fuel facilities” means:

a. Facilities engaged in the wholesale distribution, extraction, refinement or processing of fossil fuels;

b. Terminals engaged in the bulk movement of fossil fuels (excluding railyards, fuel storage for airports, and fuel storage for marine servicing facilities);

c. Bulk coal storage: any structure, group of structures, equipment, or device that stores or transfers coal for use in the production of electricity or power.

d. Coal power plant: a thermal power station which burns coal to generate electricity or other usable power.

e. Natural gas processing: any facility which (i) separates natural gas components to recover usable natural gas liquids (*i.e.*, liquefied petroleum or natural gas), or (ii) produces natural gas suitable for transport (*i.e.*, pipeline quality dry natural gas), or (iii) processes natural gas to create methanol or other chemical products.

f. Natural gas storage and handling: any structure, group of structures, equipment, or devices that stores or transfers natural gas for use in the production of electricity or power, or for further processing (excluding facilities that create energy from landfill gas).

g. Bulk storage of one type of fossil fuel, or a combination of multiple types of fossil fuels, in excess of two million gallons.

2. “Large-scale fossil fuel facilities” do not include facilities that solely provide direct sales or distribution to consumers (*e.g.*, gas stations are not large-scale fossil fuel facilities).

Section 3. *Six-month renewal of moratorium.* As authorized by the City’s constitutional police powers, home rule authority, RCW 36.70A.390 and RCW 35.63.200, the City Council hereby renews the temporary moratorium on the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months.

Section 4. Exemptions. The moratorium, which was enacted by Ordinance No. M-4295 and extended by Ordinance No. M-4323, and which was renewed for an additional six months by Section 3 of this ordinance, shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 5. Duration. The moratorium enacted by Ordinance No. M-4295, as extended by Ordinance No. M-4323, shall not expire on June 8, 2021, as stated in Ordinance No. M-4323, but instead shall remain in effect for an additional six months therefrom, until December 8, 2021, unless earlier terminated by the City Council.

Section 6. Vested rights. The moratorium renewed and extended by this ordinance does not apply to properties with vested rights existing on the date of the initial adoption of this moratorium. “Vested Rights” shall be defined in accordance with VMC 20.210.110.

Section 7. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, or should any portion of this ordinance be preempted by state or federal law or regulation, the remainder of the ordinance or the application of the provision to other persons or circumstances shall survive and be unaffected.

Section 8. Effective date. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage at second reading, following public hearing. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2021.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 10

SUMMARY

ORDINANCE NO. _____

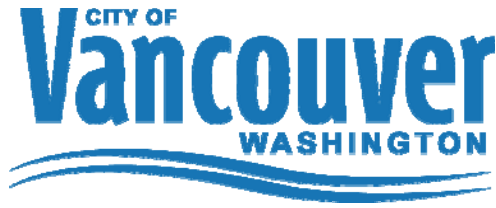
AN ORDINANCE further extending for an additional period of six months the moratorium first enacted by Ordinance No. M-4295, and extended by Ordinance No. M-4323, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium; and establishing an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Temporary Moratorium Prohibiting the Establishment of New, or Expansion of Existing, Large-Scale Fossil Fuel Facilities

2021 May to December Work Plan

- Planning Commission work session (May 25th)
 - Overview of issue and proposed approach
 - Stakeholders will be advised of work session
- Draft proposed ordinance language
- Planning Commission work session (*if necessary*)
 - Review of proposed ordinance language
 - Stakeholders will be advised of work session
- Initiate SEPA review
- Planning Commission hearing on draft language
- Council workshop (November 1st)
 - Review proposed ordinance language
- First Reading (November 22nd)
- Public Hearing and Final Adoption (December 6th)



MEMORANDUM

DATE: Thursday, April 29, 2021

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 2 (Paulsen and Lebowsky)

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards and Commissions

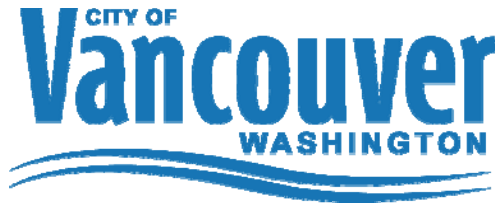
RE: Recommendation for Nomination to the Clark County Arts Commission
--

The Clark County Arts Commission is an 11-member volunteer body that works to enhance and support the growth of the local economy through collaborations among arts patrons, artists, the business community, service groups, schools and cultural groups. The commission's work expands the opportunity and accessibility of citizens to experience art in public places and works to create a more visually pleasing environment throughout the county.

Committee 2 interviewed five applicants for this mid-term vacancy and recommends the nomination of Elaina Ilminen for appointment by Clark County Council. If confirmed, her appointment would begin immediately and expire December 21, 2022.

If there are no objections we would like to make this nomination of appointment at the **Monday, May 10, 2021** Council meeting.

Attachments:
Applications
Roster



MEMORANDUM

DATE: Thursday, April 29, 2021

TO: Mayor and City Councilmembers

FROM: Council Subcommittee 2 (Stober and Paulsen)

CC: Eric J. Holmes, City Manager
Shannon Ripp, Boards and Commissions

RE: Recommendations for Appointments to the Urban Forestry Commission
--

The Urban Forestry Commission is appointed by Vancouver City Council to review and inform urban forestry policy and regulation, and administer the Heritage Tree Program and the Urban Forestry Program's work plan. The commission is an active, working group that also performs community outreach by helping to plan and implement tree events, building neighborhood association relationships, supporting public education, and planning community recognition programs related to appreciation of our community's trees.

Committee 2 interviewed five applicants for both a full-term and mid-term position and recommends the appointments of Jamie Beyer and Jeni Morgan. Jamie is recommended for appointment to the full term position, beginning May 30, 2021 and expiring May 30, 2025; Jeni is recommended for appointment to the mid-term position beginning immediately and expiring October 2, 2023.

If there are no objections, we would like to make these appointments at the **Monday, May 10, 2021** Council meeting.

Attachments:
Applications
Roster