



CITY COUNCIL MEETING MINUTES

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

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

March 14, 2022

WORKSHOPS

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

*View the CVTV video recording, including presentations and discussion, for workshops at:
https://www.cvtv.org/vid_link/34303?startStreamAt=0&stopStreamAt=1969*

4:30-5:00 p.m. ODOT Tolling Policy Framework

Katherine Kelly, Senior Transportation Policy Advisor, 360-487-7947

Summary

Staff led Council through a discussion of the ODOT Tolling Policy Framework, which included information on the Oregon Toll Program and the Congestion Pricing Program.

Councilmembers Fox and Paulsen were absent from the Council Workshops.

5:00-6:00 p.m. Amendments to Business License Surcharge Fee Program

*Patrick Quinton, Economic Development Director, 360-487-7845;
Natasha Ramras, Chief Financial Officer, 360-487-8484*

Summary

Council briefly discussed the Amendments to the Business License Surcharge Fee Program and decided to move it forward for the first reading in the March 21, 2022 Council meeting.

Councilmembers Fox and Paulsen were absent from the Council Workshops.

COUNCIL CONSENT AGENDA MEETING

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

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

https://www.cvtv.org/vid_link/34305?startStreamAt=0&stopStreamAt=5081

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely over video conference.

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

Absent: Fox

Motion by Councilmember Paulsen, seconded by Councilmember Stober,

and carried unanimously to excuse Councilmember Fox.

Proclamation: Women's History Month

Mayor McEnerny-Ogle read and presented a proclamation to Tracy Reilly Kelly, Historian of the Clark County League of Women Voters, proclaiming March 2022 as Women's History Month.

Community Communication

Mayor McEnerny-Ogle opened Community Communication and received the following testimony:

- Katherine Whitney, Vancouver, stated they would like to know what the miscellaneous denominations were for and the other money, because they are concerned about misuse of funds.
- Penelope Siemssen, Yacolt, Washington, stated they were concerned about the where the money for claim vouchers is going.
- Kimberlee Elbon, La Center, Washington, stated they are concerned about \$7,000,000 being paid on the claim vouchers.
- Rebecca Duvall, Ridgefield, Washington, stated they wanted to talk about the United Nations agenda and would like to speak on the Community Forum.
- Wynn Grcich, Vancouver, asked about the charge for \$377,658.00 and whether it was for the firetrucks, and also asked about payment to an environmental company and Evergreen Habitat for Humanity.

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

Consent Agenda (Item 1)

WALK-ON ITEM: Appointments to the Salary Review Commission

Mayor McEnerny-Ogle noted staff had requested Council consider the addition of a walk-on item to the Consent Agenda to appoint two members to the Salary Review Commission.

Motion by Councilmember Hansen, seconded by Councilmember Perez, and carried unanimously to amend the Consent Agenda to add the Appointment of the Salary Review Commission.

Motion by Councilmember Hansen, seconded by Councilmember Harless, and carried unanimously to approve the Consent Agenda.

1. **Approval of Claim Vouchers**

Request: Approve claim vouchers for March 14, 2022.

Motion approved claim vouchers in the amount of \$7,003,868.04.

2. **WALK-ON - Appointments to the Salary Review Commission**

Request: Appoint Ben Moll to the Salary Commission, appointment beginning immediately and expiring December 31, 2022.
Appoint Patricia Bilker to the Salary Commission, appointment beginning immediately and expiring December 31, 2024.

Community Forum

Mayor McEnerny-Ogle opened the Community Forum and received the following testimony:

- Hunter Bledsoe, Vancouver, spoke about bullying occurring in schools and the effects it has on students and shared their own personal story about bullying, what they did to stop the bullying, and explained how other students could get help with bullying.
- Ariel Young, Vancouver, spoke about how March is brain injury awareness month, provided their personal story with a brain injury and their experience with the City of Vancouver, and provided information about brain injuries.
- Don Steinke, Vancouver, spoke about the legislature and the progress they have made in climate, mandates for electric vehicles, and what needs to be done to continue to make strides in advancing climate action.
- Catherine Chudy, Vancouver, commended the City staff for implementing goals for climate action and believes updating building codes that reduce fossil fuel emissions is important, and thanked Councilmembers for bringing climate action items forward.
- Teresa Hardy, Vancouver, spoke about transparency to the public, ethical issues they believe revolve around the discrimination of an appointment surrounding the Planning Commission, would like to have these matters addressed with DEI, and is in full support of Glen Yung.
- Peter Bracchi, Vancouver, stated they do not understand why no SEPA studies surrounding homeless camping in Vancouver were conducted, there are camps by Burnt Bridge Creek that are causing issues with the critical areas, and water pollution near the camps.
- Kimberlee Elbon, La Center, Washington, stated that all lives matter and they feel excluded by the phrase black lives matter, explained they have been bullied themselves, and then read out of a book called, "United Nations Agenda 2030, A Marxist Stealth Plan for World Government."

- Wynn Grich, Vancouver, spoke about articles concerning the climate action plan and the plans the United Nations have with the ICLEI, the risk of chemical trails, and feels the ICLEI uses environmental issues to control people.
- Laurel Pascual, Vancouver, asks the Council to revoke their membership to the ICLEI, believes the United Nations is pushing their agenda on the City, and they worry about the One World Order.
- Katherine Whitney, Vancouver, stated the waters are polluted, they are a local community member, their grandmother served on multiple councils, and they read from a book about Americanism vs. globalism.
- Penelope Siemssen, Yacolt, Washington, stated they were going to read from the "U.N. Book," and read from chapter 3.
- Rebecca Duvall, Ridgefield, Washington, stated they were going to read from "The Book," and then read from chapter 3.

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

Adjournment

7:29 p.m.

DocuSigned by:
Anne McEnerny-Ogle
6C89D9089EC5424...
Anne McEnerny-Ogle, Mayor

Attest:

DocuSigned by:
Natasha Ramras
BCF0734E40E94AE...
Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

Peter Bracchi City Council Meeting March 14, 2022

When the city changed its camping laws five years ago, they did not follow procedures and do a **SEPA** study. This allowed people to camp/homestead and live within the Critical Areas.

When the City of Vancouver amended the Camping Ordinance to allow camping with 200 Ft of Burnt Bridge Creek, they did not follow procedures and do a **SEPA** study. This further allowed people to camp/homestead and live within the Critical Areas.

What are Critical Areas?

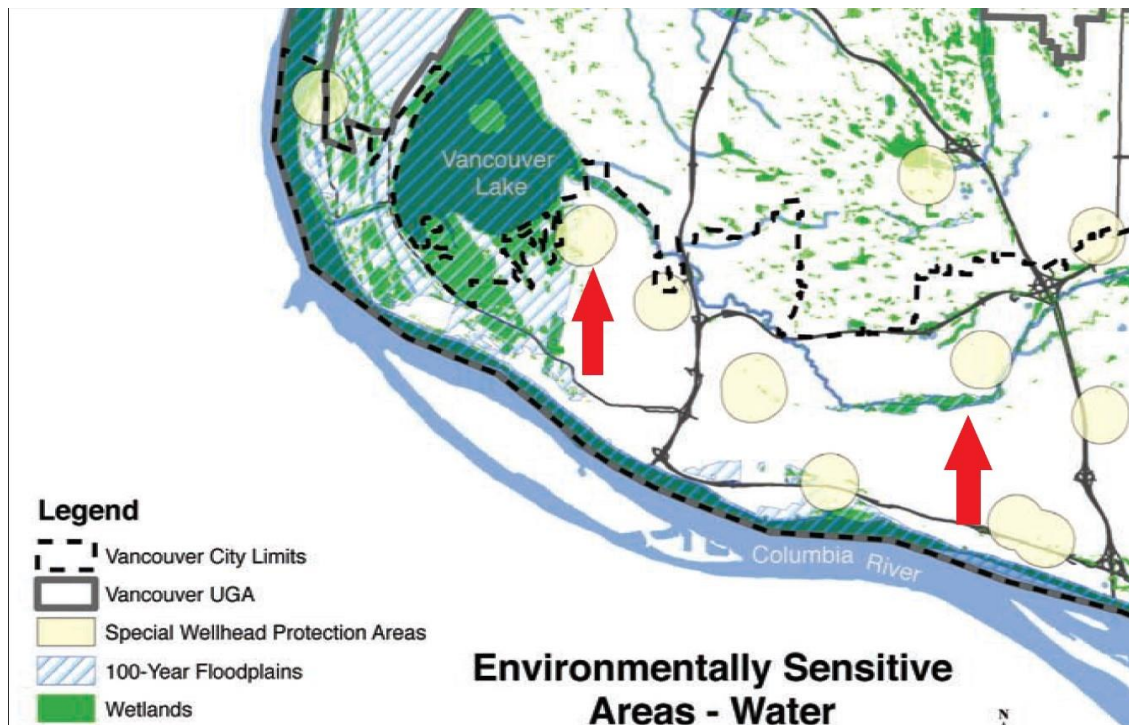
The Washington State Growth Management Act (GMA) is a Washington state law that requires state and local governments to manage Washington's growth by identifying and protecting critical areas and natural resource lands, designating urban growth areas, preparing comprehensive plans and implementing them.

There are five critical areas identified in the Washington State Growth Management Act for Protection

- Wetlands.
- Areas with a critical recharging effect on aquifers used for potable water. (Carol Curtis CPU Well Field)
- Frequently flooded areas. (Wetlands South of 65 Ave and 18th Street along Burnt Bridge Creek)
- Geologically hazardous areas.
- Fish and wildlife habitat conservation areas (wetlands South of 65 Ave and 18th Street along BBC)

Where are Critical Areas?

The COV Comprehensive Plan, Chapter 4, the Environmental section, describes where and how sensitive environmental resources should be protected.



Recent Critical Area Destruction

Red Arrow by Lake Vancouver is [Homeless Camp Auto Chop shop in Wellhead Protection Zone](#)
 West Side Red Arrow is [Wetlands Camp/Homestead](#) South of 18th Street at 65th Ave

How are Critical Areas Protected

VMC Chapter 20.740

CRITICAL AREAS PROTECTION

Section 20.740.010 Purpose

A. The purpose of this chapter is to designate and protect ecologically sensitive and hazardous areas (critical areas) and their functions and values, while also allowing for reasonable use of property.

B. As mandated by the Growth Management Act (GMA) (RCW 36.70A), this chapter provides protection for the critical areas of wetlands, fish and wildlife habitat conservation areas, geologically hazardous areas, and frequently flooded areas. Critical aquifer recharge areas are covered in VMC 14.26.

Why are SEPA studies Required for Critical Areas?

[WA Dept of Commerce Guide on Critical Areas](#)

Mitigation Sequencing and Compensatory Mitigation

If a project proponent is proposing to impact a critical area, the critical areas regulations should require them to show that they have first avoided and minimized impacts wherever practicable. The Washington State Environmental Policy Act (SEPA) rules³⁸ and Section 404 of the federal Clean Water Act both require that a sequence of actions be taken for proposals that will impact wetlands.

Mitigation sequencing should be applied to show avoidance and minimization of impacts. The following are the steps in the mitigation sequence according to SEPA:

1. **Avoiding the impact** altogether by not taking a certain action or parts of an action;
2. **Minimizing impacts** by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts;
3. **Rectifying the impact** by repairing, rehabilitating, or restoring the affected environment;

³⁸ *OSF/CPCA v. Jefferson County*, Case No. 08-2-0029c, FDO, at 27 (Nov. 19, 2008).

³⁹ *Tahoma Audubon Society, et al v. Pierce County*, 05-3-0004c, Final Decision and Order, July 12, 2005, at 23 – 25.

⁴⁰ WAC 197-11-768

Recent Critical Area Incidents



[Additional Photographs, last 5 years of Destruction of Critical Areas.](#)

[Map by GPS photo coordinates of Critical Area Destruction](#)

Autumn Chase Leasing

From: Vancouver Public Records Center <vancouverwa@mycusthelp.net>
Sent: Friday, March 4, 2022 1:45 PM
To: leasing@autumnchasevancouver.com
Subject: [Records Center] Police Records Request :: P001467-022722

--- Please respond above this line ---



03/04/2022

Cody Chan
11301 NE 7TH ST Attn: Business Office
VANCOUVER WA 98684
leasing@autumnchasevancouver.com

RE: Public Disclosure Request P001467-022722

Dear Cody Chan:

This letter is an acknowledgement of your records request received by the Vancouver Police Department on 2/27/2022 and phone clarification on 03/02/2022. It is our understanding that you are requesting the following documents:

Original request: Good afternoon. I am a Leasing Consultant at Autumn Chase Apartments. In an attempt to increase private security on the property, upper management and owners have requested police records for the previous 12 months to assess the level of security needed.

We are requesting all records for Autumn Chase at 11301 NE 7th St Vancouver WA 98684 dating back to 02/27/2021. If you have any additional questions please feel free to reach out. Thank you.

Modified request per my phone conversation with Lavanda on 03/02/22, it is my understanding that you would like to modify your request to police reports and supplemental reports involving the above address for the time frame of 10/01/2021 to 02/27/2022.

If you feel that we have misinterpreted your request and you are seeking something different, please contact us so your request may be clarified.

We have identified the following reports to be responsive to your request: 2021-28052 (open), 2022-1909 (open) 2021-20970, 2021-20972, 2021-21101, 2021-21174, 2021-21295, 2021-21414, 2021-21816, 2021-22128, 2021-22504, 2021-22527, 2021-22554, 2021-23078, 2021-23273, 2021-23368, 2021-24105, 2021-24666, 2021-23474, 2021-24760, 2021-24873, 2021-24917, 2021-25007, 2021-25044, 2021-025120, 2021-25136, 2021-025216, 2021-025240, 2021-025245, 2021-025608, 2021-025717, 2021-025718, 2021-025762, 2021-025785, 2021-025820, 2021-026204, 2021-026214, 2021-026235, 2021-026312, 2021-026526, 2021-026564, 2021-026875, 2021-026887, 2021-026998, 2021-027014, 2021-027267, 2021-027452, 2021-027632, 2021-027593, 2021-027861, 2021-027928, 2021-028050, 2021-028118,

2021-028336, 2021-028374, , 2021-028414, 2022-000110, 2022-000126, 2022-000329, 2022-000416, 2022-000416, 2022-000554, 2022-000566, 2022-000663, 2022-000756, 2021-028424, 2022-000990, 2022-001671, 2022-001995, 2022-002034, 2022-002084, 2022-002108, 2021-004108, 2022-002754, 2022-002881, 2022-000126, 2022-003047, 2022-003223, 2022-003382, 2022-003948, 2022-004116, 2022-004190, 2022-003472, 2022-004278, 2022-004394, 2022-004411, 2022-004532, 2022-005700, 2022-005853, 2022-004532, 2022-006016, 2022-006140

Report 2021-28052 and 2022-1909: are currently an open, ongoing investigation concerning the above referenced matter and the related reports will not be available for release at this time. Pursuant to Revised Code of Washington (RCW) 42.56.240(1), records regarding cases which are still under investigation are not subject to release. Also see: Newman v. King County, 133 Wn. 2d 565 (1997). We, therefore, have no documents responsive to your request to provide at this time.

We are in the process of compiling the requested records that are comprised of an approximate 550 pages. Due to the size of the documents requiring our review and processing for any applicable exemptions we will be releasing your request on a monthly basis by installments. Your first installment will be produced by 03/31/2022 with an estimated completion date of 05/31/2022. You will be notified if additional time is required; otherwise, your requested records will be provided to you upon completion.

Sincerely,

Truc Price
Records Supervisor

To monitor the progress or update this request please log into the [Vancouver Public Records Center](#)



1/24/2022

Resident Alan Fennell from #G2 reported his vehicle was stolen from his carport.

2/2/2022 ~ 11:55 AM

Colton witnessed a transient going through our trash. When asked to leave he threatened Colton. The police were called but suspect left the property before they arrived.

2/2/2022

Hub has visible damage. Looks as if it was broken in to.

2/2/2022

Resident in NN05 reported leaving for work around 4 am and seeing a girl and a guy on bikes. He said hello to them and they 2 on the bikes did not acknowledge him, instead they split up and headed different directions. NN05 talked to another resident about the incident who said his security camera picked them up and they were checking door handles on cars and apartments.

2/5/2022 ~ 4:00 PM

Resident reported man passed out on electrical box in front of U Building. When approached he associated himself with U8. Has previously been trespassed off the property. Refused to leave and told us to contact the police. Police were contacted but he was gone before their arrival.

2/7/2022 ~ 9:02 AM

Y8 reported garage #53 has been broken into. Noticed a few things missing. There is a piece of plywood loose at the back now. He believes that is how they got in.

2/7/2022 ~ 10:00 AM

Stopped by James & Susan Howerton at an open parking space by NN01. James' vehicle had been stolen from Wal Mart in Hazel Dell and dumped on our property. NN01's security camera has video of the vehicle being dumped. Clark County Sheriffs responded. Case #2200-1129

2/8/2022 ~ 4:00 PM

Resident Victoria Woodward from #P3 called and reported watching a man enter the property through a hole in the fence. Found the man sitting on the side walk by the W building. Was trespassed off the property.

2/8/2022 ~ 4:00 PM

While looking for the individual above we found trash on the ground the look liked a vehicle had been cleaned out. We found a piece of mail. We were able to make contact with the individual. His truck had been stolen from Oregon. The police were contacted and they did a drive through of the property but did not find the vehicle anywhere on the property.

2/8/2022 ~ 4:00 PM

There are 3 different areas in which the fence is broken or bent in way that people are able to fit through. All locations are on the fence behind the N building separating us from the Extended Stay.

2/9/2022 ~ 12:00 PM

Unidentified man with a very dirty clothing and a backpack came into the office and asked if we had his bike or had it towed. We informed him we did not, walked out of the office yelling profanities.

2/14/2022 ~ 8:47 AM

Catherine Pearson – E11 reported her vehicle was stolen from her carport #56. Police #2022-3948

2/14/2022 ~ 5:00 PM

Marcus from apartment N2 came into the office and reported 2 homeless people trying to break into a garage. Upon arrival to garage #55 there was a woman on the ground and a man on a bike. They admitted they had placed their things in the garage. Trespassed off the property. Open the garage and collected their belongings. 6+ duffel bags and drug paraphernalia.

2/15/2022 ~ 3:00 PM

While placing caution tape around a hole in the fence I noticed a suspicious black van. It had no license plates on the front or back of the vehicle. While I was looking at the vehicle a man inside noticed me and rolled his window down. Stated he was not a resident and that he was waiting for his cousin. Would not provide a name or apartment number. Asked to leave the property.

2/15/2022 ~ 4:00 PM

Found a guy in the dumpster area by the U building. Had a bike & backpacks and was visibly under the influence of drugs. Said he was waiting for his friend Dustin who had to go get something from U8. Trespassed him off of the property. Attempted to contact U8 to let her know 'Dustin' needed to leave as he was the individual from 2/14/22 who was trespassed off the property regarding the items placed in garage #55.

2/15/2022 ~ 5:00 PM

A man with a backpack and garbage bag was outside talking with resident from AA04. After AA04 walked away the man wandered around the property and ended up back in the front circle in front of the leasing office. He had his garbage bag on the stone circle and was pulling things out of it. I asked what he was doing and he got defensive stating he could be here doing whatever he wanted because he had friends here and walked away.

2/15/2022 ~ 5:50 PM

Before putting the golf cart away did a final drive around of the property. The hole in the fence that had been secured with caution tape less than 3 hours ago had already been ripped down.

2/23/2022 ~ 5:00 PM

While by the V building a man wandered from behind the hotels, grabbed a shopping cart and walked onto the property heading towards garages. Asked if he was a resident or visiting, refused to answer. While trying to get a picture of him he walked up to a car and opened the passenger door. There was no one in the vehicle and I recognized the vehicle as being the resident from S12's and knew the man who just opened the door was not the resident. I asked him to leave the property and that the police were on the way. He became angry, started yelling and coming towards me. I returned to the leasing office. The officers never followed up with the office but the man was arrested.

2/26/2022

Resident Priscilla Tran from E12 reported her vehicle was stolen. Case #2022-4278.

2/27/2022 ~ 10:00 AM

Discovered apartment #D5 had been broken into. Incident report filed.

3/5/2022

Resident Samuel Freepons in #A2 reported his vehicle was stolen. Case #2022-6503.

3/9/2022 ~ 10:00 AM

Resident Barbara Vance from F7 came into the office. At around 7:30 AM a man with very little clothing and visibly impaired was yelling and knocking on doors on the F building screaming for someone to let him in. Barbara cracked her door to see that the man had pulled his pants down and was urinating on the property. He then stumbled and fell down on the shared porch of F7/F9. F9 contacted 911 and police and paramedics were dispatched out.

Wednesday March 9th, 2022 ~ 12:00 PM

Resident reported there were 2 men and 1 female checking door handles on cars. Maintenance went to the area and found 2 men beside our dumpster area smoking drugs. They were asked to leave the property, one had a sword. They got aggressive but ended up leaving. They were able to locate the female shortly after and she was also asked to leave the property.

Beth Sizemore from P5 contacted and said there were 2 vehicles parked by the P building that 2 other transients had been sitting and smoking drugs and asked if we could issue tows for the vehicles.

Upon arriving there was a black Chevrolet trail blazer with no license plates anywhere on the vehicle and a silver Subaru impreza that was not registered with the office. A tow was issued for both vehicles.

While waiting an unidentified man approached the fence line, through his book bag through and attempted to climb through. Upon seeing that we were filming him he reached back through and grabbed his bagged and walked away.

A female then approached the fence line and noticed we were parked in front of the vehicles and issuing tows. She whistled multiple times and then a male ran from between the hotels, jumped out fence and ran to the vehicle stating it was his and we were not going to tow it. His vehicle was blocked in by our golf cart so he proceeded to back up on to the grass/sidewalk and drove through our bushes. This caused damage to the landscape.

The police were contacted. Responding officer was Gerado Gutierrez. Case #2022-7078

Items needed for incident report:

Residents name: Samuel Freepons

Apartment number: # A2

Phone number: 503.939.0549

Renters insurance provider / policy number: MLIW (if RLL write RLL)

Vehicle make / model / year: 2005 Ford Ranger

License plate: 468 HPB (OR Plates)

Where was it parked: Carport #24 (Please print out map and mark on map also.)

Approximate time: 3/2/22 - 3/3/22 ~ 12am - 1am

Were the police called? Yes

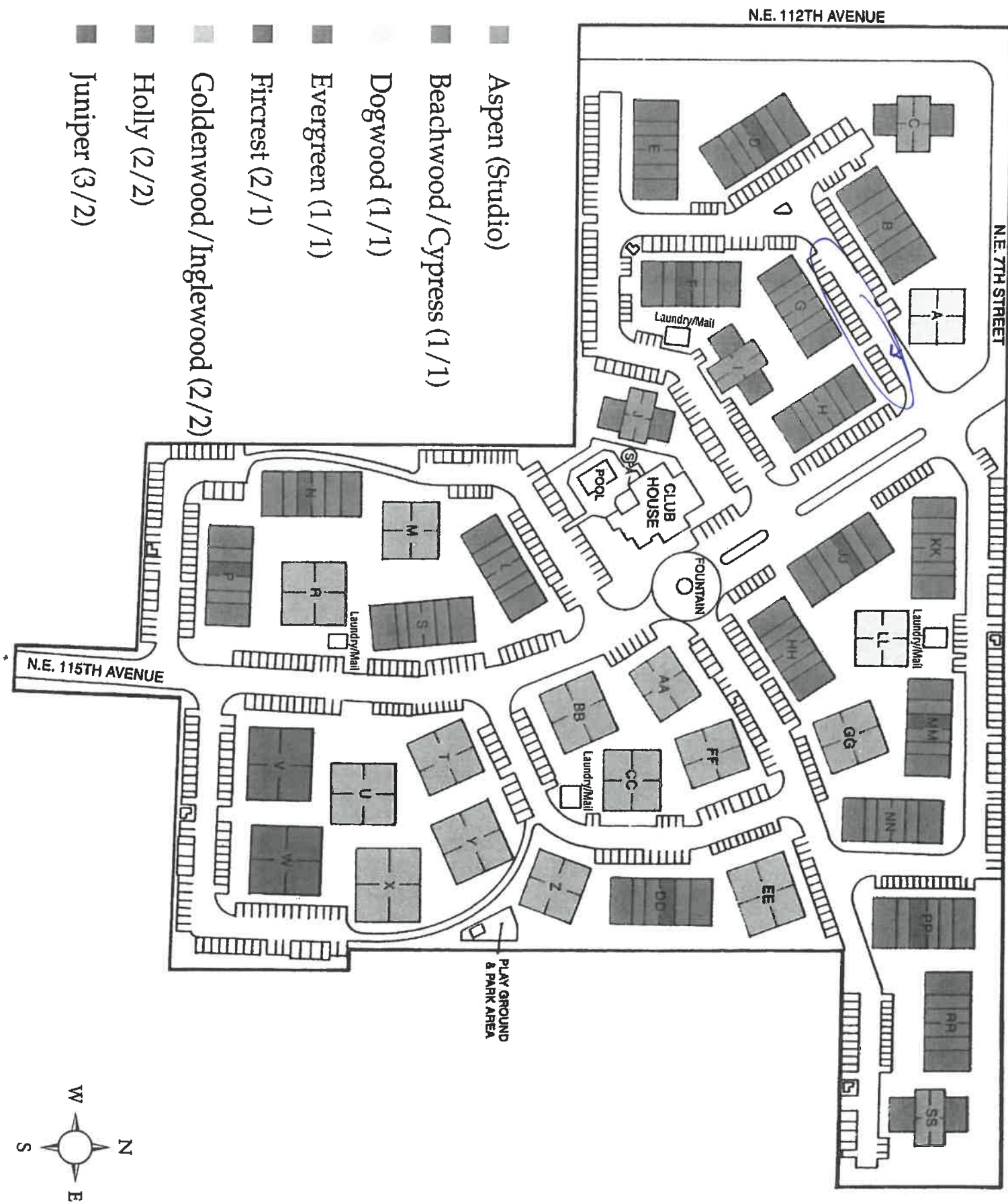
If so, responding officer and report number: # 2022-6503

Date incident reported to office: Thursday March 3, 2022

Please:

- Take pictures of where the car was parked
- Take a copy of the first page of the lease

Resident fills out the attached page and must include all of the above information as well.



Items needed for incident report:

Residents name: Priscilla Tran

Apartment number: E12

Phone number: 510.965.2227

Renters insurance provider / policy number: MLIW (if RLL write RLL)

Vehicle make / model / year: Subaru Forester 2005

License plate: _____

Where was it parked: Open spots by E12 (Please print out map and mark on map also.)

Approximate time: 2/17/2022

Were the police called? Yes

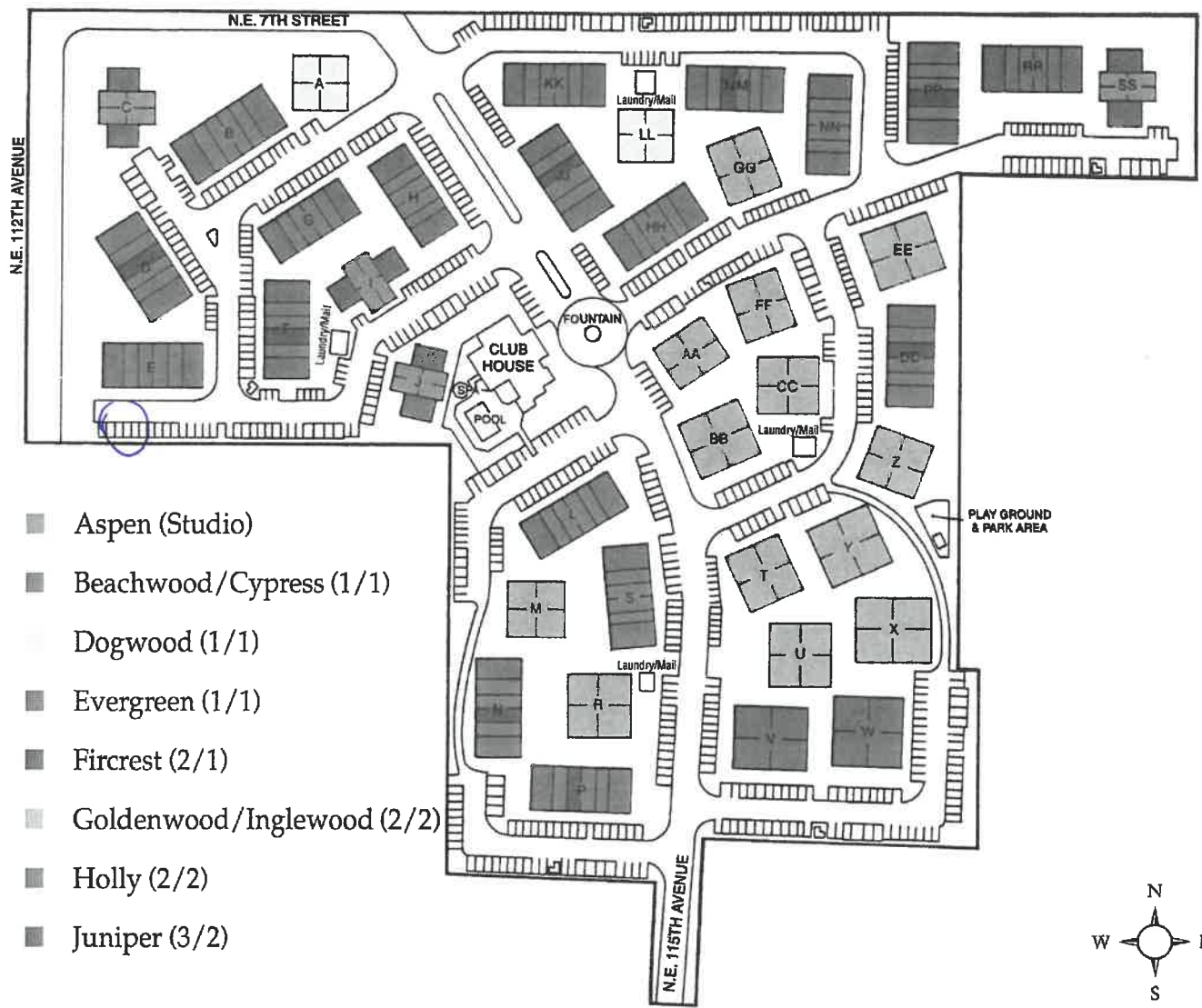
If so, responding officer and report number: 22-4278

Date incident reported to office: Thursday 2/17/2022 @ 6:27 PM

Please:

- Take pictures of where the car was parked
- Take a copy of the first page of the lease

Resident fills out the attached page and must include all of the above information as well.



Items needed for incident report:

Residents name: Bonnie Davis

Apartment number: # 5510

Phone number: 253-331-8266

Renters insurance provider / policy number: MLIW (if RLL write RLL)

Vehicle make / model / year: Ford Ranger

License plate: _____

Where was it parked: Carport #190 (Please print out map and mark on map also.)

Approximate time: Between 5pm 3/13/22 - 8 am on 3/14/22

Were the police called? Yes

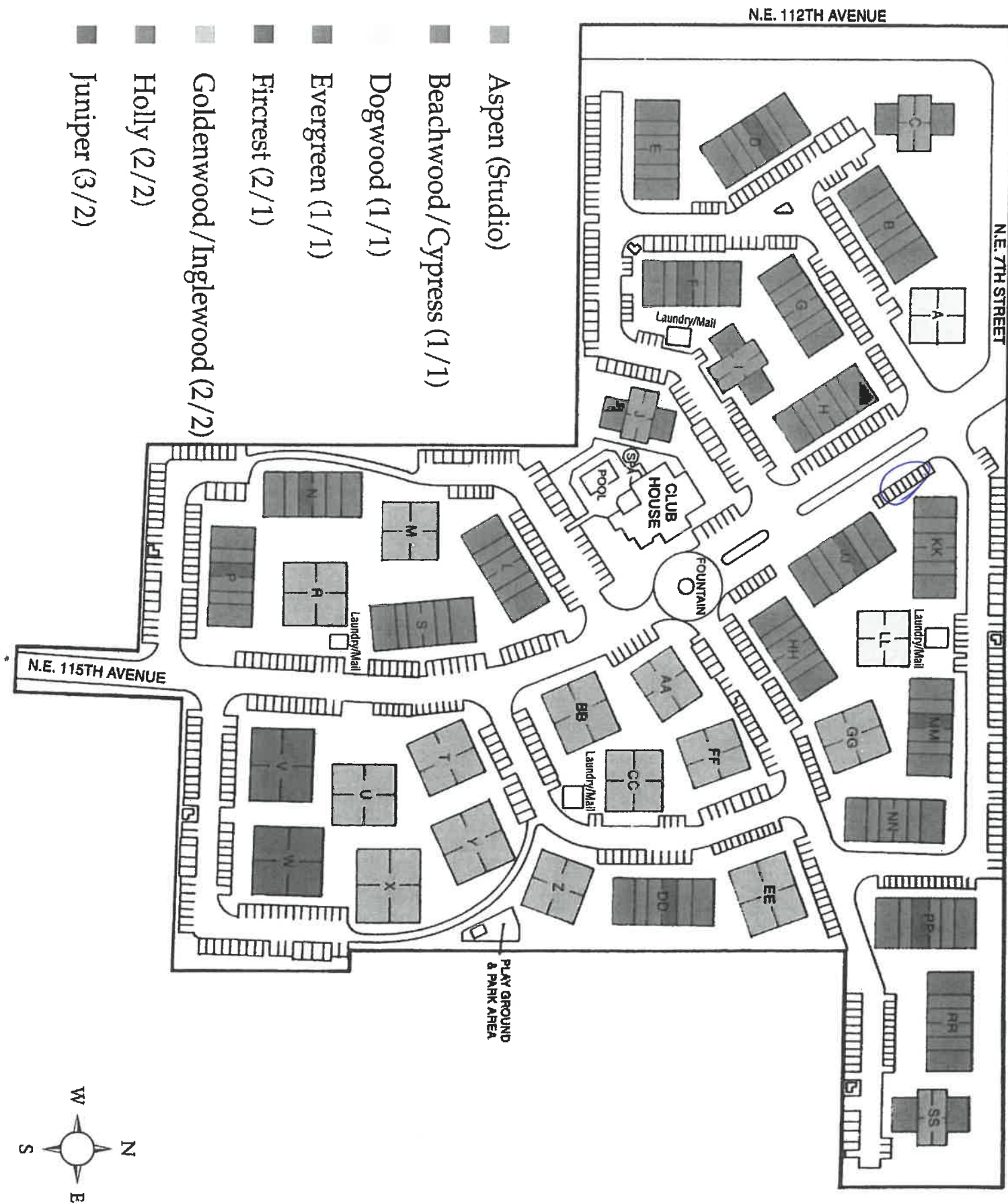
If so, responding officer and report number: # 2022 - 1575

Date incident reported to office: Monday March 14, 2022

Please:

- Take pictures of where the car was parked
- Take a copy of the first page of the lease

Resident fills out the attached page and must include all of the above information as well.



Items needed for incident report:

Residents name: Catherine Pearson

Apartment number: E11

Phone number: 502-654-3090

Renters insurance provider / policy number: State Farm 47-CO-S598-2
(if RLL write RLL)

Vehicle make / model / year: Ford Focus

License plate: BSD3410

Where was it parked: Carport # 56 (Please print out map and mark on map also.)

Approximate time: Between 2/12/22 3:30 pm - 2/14/22 8:30 am

Were the police called? Yes

If so, responding officer and report number: # V2022-3948

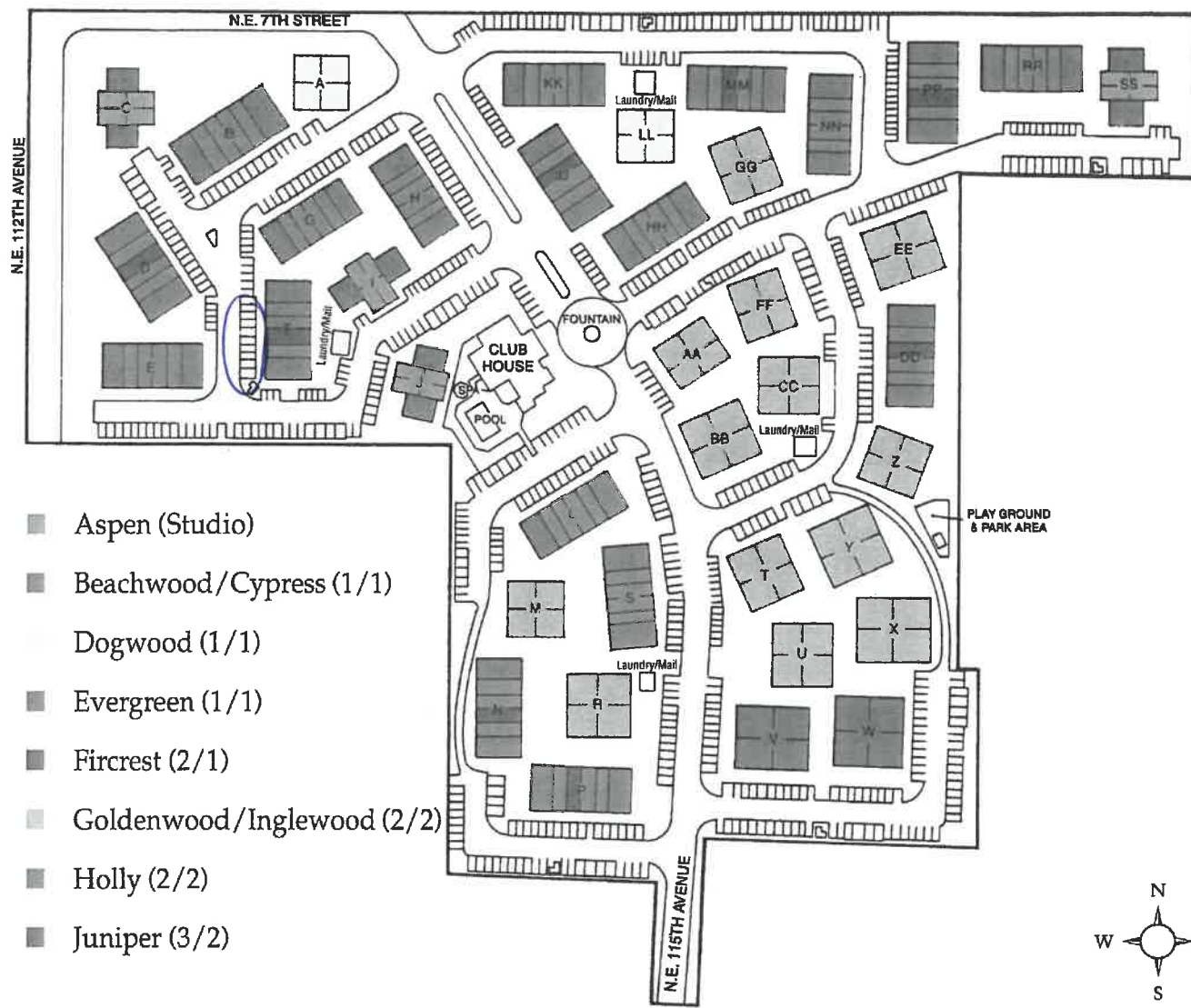
Date incident reported to office: 2/14/22

Please:

- Take pictures of where the car was parked
- Take a copy of the first page of the lease

Resident fills out the attached page and must include all of the above information as well.

Carport # 56



Items needed for incident report:

Residents name: Janet Paul

Apartment number: 5507

Phone number: 360-550-0002

Renters insurance provider / policy number: MLIW (if RLL write RLL)

Vehicle make / model / year: _____

License plate: _____

Where was it parked: #376 (Please print out map and mark on map also.)

Approximate time: Wed. 1/19/22 3:00AM

Were the police called? Yes

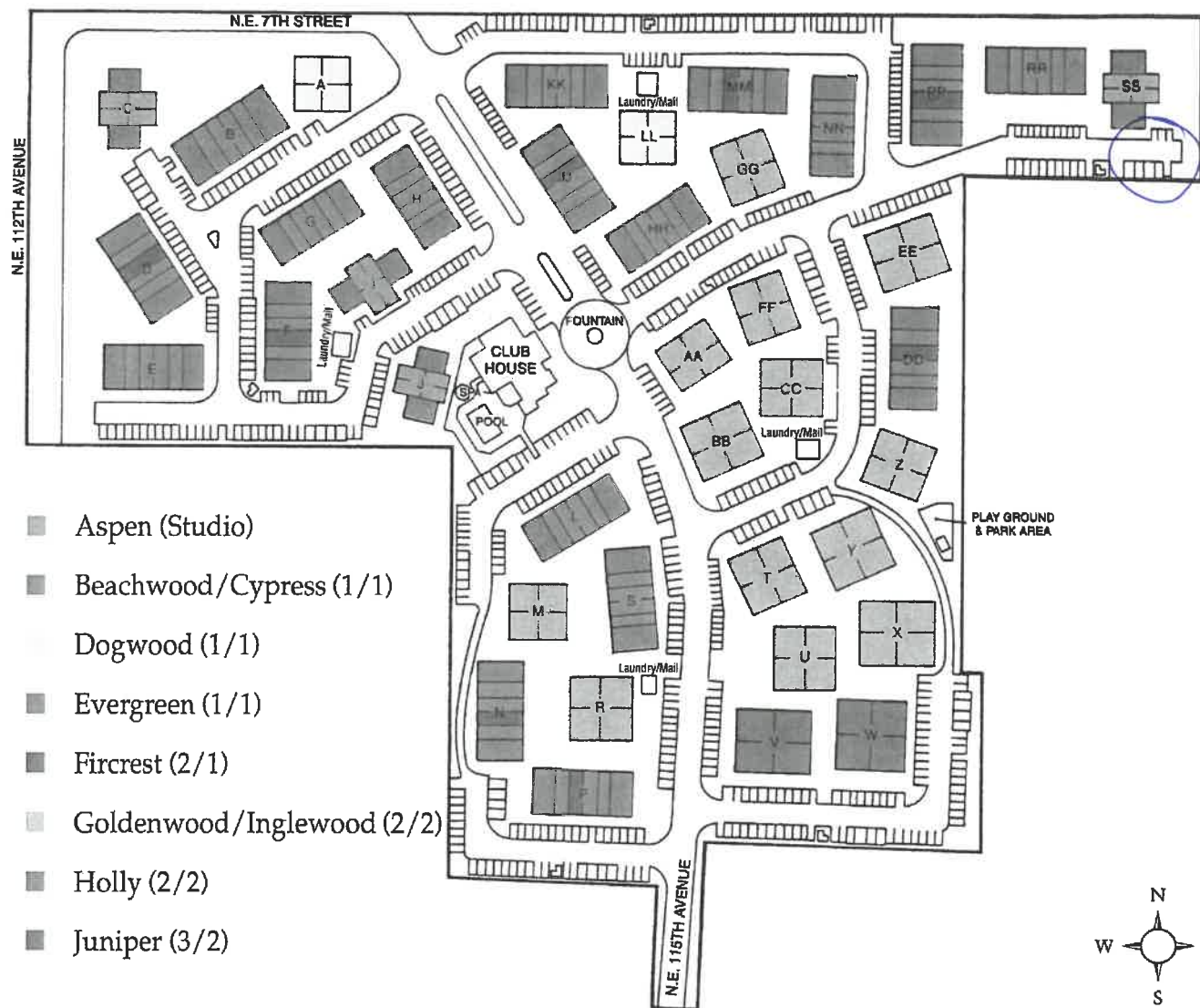
If so, responding officer and report number: #22-990

Date incident reported to office: Saturday January 15, 2022

Please:

- Take pictures of where the car was parked
- Take a copy of the first page of the lease

Resident fills out the attached page and must include all of the above information as well.



Autumn Chase Leasing

From: Janet Paul <pauljanet176@gmail.com>
Sent: Saturday, January 15, 2022 6:04 PM
To: Autumn Chase Leasing
Subject: Re: Autumn Chase
Attachments: image001.png

My unit is SS7 , my car windows were smashed in and my lap top,telescope, all my electronics that go with those, plugs ,cords, took everything in the back seat, still noticing stuff gone.

The police report # 22-990

This happened wensday around 3am, I saw a blue 4 door older car

3 guys and a female.

When they saw me the guy in the car honked is horn as if he was signaling someone. That's when I noticed were they came from, behinde the building three guys.

I do not feel safe here ,this has been going on for a year! Same car I saw a year ago, i really think they live here, they have gotten away with it for so long now.

Anymore info please email me or call

Thank you

Janet Paul SS7

On Sun, Aug 4, 2019, 12:35 PM Autumn Chase Leasing <leasing@autumnchasevancouver.com> wrote:

Thank you for contacting Autumn Chase! My name is Lyndsey and I will be helping you find your new home. In order to find a home that best fits your needs, can you please answer the following questions about yourself:

What size home are you looking for?

When are you looking to move?

What is your price range?

Do you prefer upstairs or downstairs?

How many people will be living in the home?

Do you have any pets?

Our office hours are 9am to 6pm, Monday through Saturday and Sunday 12pm to 5pm. We can tour any time before dark. Once it is dark, we are unable to tour.

INCIDENT REPORT

Zocchi Security & Patrol, Inc dba Arcadia Security. | 600 SE Assembly Ave | Suite # 100 | Vancouver | Washington | 98661

Phone: 360-694-6800 | Fax: 360-694-9475 | Dispatch: (888) 825-0450 | Service@ArcadiaSecurityPNW.com

ACCOUNT NAME Autumn Chase Apartments				ACCOUNT NO. AC-637	DAY OF EVENT Friday	DATE OF EVENT 02/18/2022	ARCADIA REPORT NO. 22-021832
CALL RECEIVED 2339	ARRIVAL 0005	EVENT CLEARED 0100	COMPLAINANT CC-3	INCIDENT / SUBJECT LOCATION Trespassed Subjects	POLICE CALLED Yes ☒ No ☐		POLICE REPORT NO. 22-063905

OFFICER NARRATIVE / DESCRIPTION

On Friday, February 18, 2022, at approximately 2339, I received a call from Arcadia Security Dispatch, regarding Suspicious Activity reported by Unit CC-3 for a green Chevrolet Suburban with Washington plate #BTW0933 in fire lane near Building CC and the Amazon Hub, with 3 subjects, a white female adult and 2 white male adults in the vehicle (possibly involved in drug use) on the property at the Autumn Chase Apartments.

At approximately 0005, I arrived on the property and advanced directly to the parking area near Building CC. Upon approaching the area, I spotted an older model, dark green Chevrolet Suburban with Washington license plate number BNU4039 in the fire lane nearby. I parked my patrol vehicle and proceeded on foot to vehicle in question. I observed at least 3 unconscious subjects in the vehicle and at that time, I could not see if there was a 4th subject in the backseat. The vehicle also had 2 bikes on the roof rack, which appeared to be almost brand new. I then called Arcadia Security Dispatch and requested police cover units, as the vehicle was very suspicious, and the occupants appeared to be influenced by drugs. I then inspected and photographed the vehicle for reference with this report.

Several minutes later, Vancouver Police arrived on the scene and conducted a traffic stop for the vehicle. They questioned the occupants about the bicycles on the roof rack and checked the serial numbers to find out if the bicycles had been stolen. After questioning each subject, especially the white female subject in the driver seat, the police asked me if I wanted the subjects to be given trespass citations. I told Vancouver Police officers that I did want to cite the subjects for trespassing, as I recognized the male subject later identified as Andrew Wilson as an individual whom I had verbally trespassed several weeks earlier. The police officers issued 3 Criminal Trespass Warnings for subjects identified as Ashley R. Frisbie (04/19/1992), Andrew J. Wilson (01/15/1989), and Matthew M. Tremaine. Police gave me a copy of each citation for my records. Police also provided me with the CAD number of 22-063905 for reference with this incident. I then transcribed information for Criminal Trespass and Property Exclusion Citations numbered 21-6560 to 21-6562 respectively.

After investigating the call, I was able to verify the complaint. I then returned to my patrol vehicle and cleared the area. The call was confirmed at that time. At approximately 0100, I contacted Arcadia Security Dispatch with a situation update, and I then resumed my patrol duties without further issues reported at that time.

SUBJECT INFORMATION		TRESPASSER / RESIDENT / GUEST / LEO	ASSOC APT/SUITE IF APP (LEO AGENCY)	DOB OR APPROX AGE (LEO ID NO)	ID'ED BY - ID TYPE & NO - VERBAL / PD
NAME / RACE / SEX / HEIGHT / WEIGHT / LEO					
Ashley R Frisbie / W / F		Trespasser	N/A	04/19/1992	Vancouver PD
Andrew J Wilson / W / M		Trespasser	N/A	01/15/1989	Vancouver PD
Matthew M Tremaine / W / M		Trespasser	N/A	06/01/1963	Vancouver PD

ADDITIONAL INFO

N/A

OFFICER - FIRST INITIAL & LAST NAME
J. SmithBADGE NO.
91995

INCIDENT REPORT

Zocchi Security & Patrol, Inc dba Arcadia Security. | 600 SE Assembly Ave | Suite # 100 | Vancouver | Washington | 98661

Phone: 360-694-6800 | Fax: 360-694-9475 | Dispatch: (888) 825-0450 | Service@ArcadiaSecurityPNW.com

ACCOUNT NAME Autumn Chase Apartments			ACCOUNT NO. AC-637	DAY OF EVENT Sunday	DATE OF EVENT 01/09/2022	ARCADIA REPORT NO. 22-010929
CALL RECEIVED 2138	ARRIVAL 2157	EVENT CLEARED 2209	COMPLAINANT U-6	INCIDENT / SUBJECT LOCATION Suspicious Persons	POLICE CALLED Yes ☐ No ☒	POLICE REPORT NO. N/A

OFFICER NARRATIVE / DESCRIPTION

At approximately 2138 on January 09, 2022, Arcadia Dispatch received a call from a property manager living in building U, unit 06 at the Autumn Chase Apartments stating they have linked two specific people with possible vehicle theft.

At approximately 2157 I arrived and spoke with the property management. We discussed that two people come onto property linked to a white truck very late at night and every time someone's vehicle gets stolen. I was shown pictures, but they were not clear enough to get a description. I was asked to conduct more patrols between 0100-0300.

At approximately 2209 I informed Arcadia Dispatch that the suspicious call was not confirmed because at that time I saw no one on property matching what was described to me.

SUBJECT INFORMATION NAME / RACE / SEX / HEIGHT / WEIGHT / LEO N/A	TRESPASSER / RESIDENT / GUEST / LEO N/A	ASSOC APT/SUITE IF APP (LEO AGENCY) N/A	DOB OR APPROX AGE (LEO ID NO) N/A	ID'ED BY - ID TYPE & NO - VERBAL / PD N/A
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ADDITIONAL INFO N/A

OFFICER - FIRST INITIAL & LAST NAME K. Younger	BADGE NO. 03934
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From: [Audra Houston](#)
To: [City Council](#)
Subject: Testimony for March 14th Council Meeting
Date: Monday, March 14, 2022 11:51:10 AM
Attachments: [IMG-8082.MOV](#)

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

Hello Mayor, Council, and Staff,

Because I have not received a response on my concerns regarding Ty Stober's actions as well as the blatant discrimination conducted by the council within the planning commission appointment process involving Glen Yung, I am writing again to ask for acknowledgement of the concerns as well as a status on addressing these issues.

After raising the concern multiple times now of discrimination in the process to select a planning commission seat, I reached out to the city's DEI contact, Alicia Sojourner on Feb 28th and also March 9th, but still have not heard back on this matter.

Please also include this e-mail as a submission as public feedback for Monday's council meeting. I am requesting that I be contacted so that I can understand the current process to submit concerns as well as to receive contact on those concerns. I hope to understand the process and learn what the proper communication channels are.

Glen Yung for Planning Commissioner Seat

Please advise the status of appointing Glen Yung to the Planning Commission. Glen was remanded inappropriately. The reason given for the remand was discriminatory and strictly illegal with the outrageous rationale given that he was a white male. ***See attached video.***

Glen should be allowed to move forward with the appointment with no further delay.

Ty Stober

Additionally, it was reported to me that Glen was misrepresented by Ty Stober in a recent public ACE meeting. Additionally, in the meeting, Ty targeted out a member of the public, Monica Zazueta, voicing his anger publicly that Monica has shown support for Glen's nomination. Though Glen was not there to defend himself, Ty misrepresented Glen's position regarding the Columbia corridor saying Glen was against bike lanes.

This is wrong. Ty Stober used a public forum to express hostility and also to misrepresent Glen Yung despite the fact that Glen has long been a strong proponent and advocated for an alternate solution that was much more sensible including designating the bike lane just a block away. Moreover, the draconian decision of the city to remove Columbia residents parking punishes those homeowners needlessly. Frankly, this decision was a very bad idea. Glen Yung's recommendation to keep the resident parking on Columbia and simply move the bike lane over to the west simply makes so much more sense. I commuted in Columbia for 5 years so I know well. This example serves to show how Glen Yung's instincts for the welfare of the public (including commuting bike lanes) is what Vancouver needs. It also points to a case in point of poor decision making by the council.

Needless to say, such behavior by a council member should not be allowed to go unaddressed.
And from a pro tem no less.

Please respond and confirm how the council is addressing each of these concerns.

Thank you,
Audra Houston
Concerned citizen

To: Vancouver City Council and Staff
Citizen Forum Public Comment/March 14, 2022/Cathryn Chudy

Once again the lead editorial in our local newspaper yesterday called our community attention to the city of Vancouver's "moral and economic duty to combat climate change"

The editors cite the city's "ambitious plan for reducing carbon emissions, improving energy efficiency, and enhancing clean-energy solutions" and remind us that goals must be "realistic and achievable." At the same time, the headline reminds us that "talk is cheap; action needed" with the sobering truth that "empty promises from government are as damaging as no promises."

Which is why I appreciate and commend the work our city staff is doing to follow the direction set by our City Council last July, reaffirmed in last weeks Climate Strategy Review workshop, to draft and adopt a strong climate action plan with an ambitious "leading edge" timeline for achieving zero emissions by 2040, that reflects Aaron Lande's observation that "already the science is starting to shift and say that 2050 is too late, and we need to be moving faster than that."

Policy tools made available to our city via statewide energy code updates take on significance when it comes to considering what can be realistic and achievable in both municipal and community-wide actions to reduce carbon emissions. This is why the City Council's decision following last week's workshop, to support the State Building Code Council's proposed stronger statewide Energy Code updates for building electrification in new construction of commercial and large multifamily buildings, is so important. While existing buildings are the bigger lift when it comes to reducing emissions, we simultaneously must prevent lock in of fossil fuel emissions in new buildings that will be here for decades and eventually would require the expensive retrofits that existing buildings now require in order to reduce harmful emissions from burning fossil fuels. This is a key consideration from both a climate and public health perspective.

So, I want to thank Mayor Pro Tem Stober for bringing the State Energy Code Updates to the Council's attention back in February, Council Member Perez for initiating the conversation at last week's Workshop and Council meeting, and Council Members for your proactive decision to support the Code updates in the city's letter to the SBCC, represented by Council Member Perez's testimony at the public hearing on March 11th, which concluded the public comment period for these proposed code updates. Vancouver joins other cities in Washington who have demonstrated strong statewide support for strengthening energy codes to lower greenhouse gas emissions and to make our communities healthier, safer and more resilient.

Which brings me back to the Columbian editors point that "talk is cheap...And while talk of climate change and the need to cut carbon emissions has helped raise awareness, municipal governments must focus on action." That is precisely what you, as our elected representatives did in supporting these commercial energy code updates. By doing so, you endorsed a policy tool that, if passed, will help Vancouver make forward movement in implementing the robust and effective emissions reduction actions that will help Vancouver meet it's ambitious plan for carbon neutrality by 2040.

From: [Monica Zazueta](#)
To: [City Council](#)
Subject: Written comments for City Council meeting
Date: Monday, March 14, 2022 1:38:49 PM

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

It is come to my attention that when going back to see my testimony that I gave my full testimony is not available. This concerns me because it gives the impression that are choosing not to acknowledge the issues that I brought forth and if you choose not to acknowledge one issue then how can we fell confident you will address any issues brought forth by the citizens that you are elected to represent. Thank you for your time. Please put my minutes in full logged in.

I hope your days are filled with laughter and love, take care.

-Concerned Momma
Monica Zazueta
zazuetamonica0813@gmail.com
360-723-7707

*These two videos, one a trailer for a documentary on Netflix called "Breaking Boundaries" and the other a instrumental animated music video where the humans are animals and animals are humans are important to me because they say what I am feeling and what is the reality of the times we live in. Please take 10 min to watch these two videos. Thank you to all that have watched.

<https://youtu.be/Gb6wQtNjblk>

<https://youtu.be/2T4VwXvdXIg>

From: [Kimberlee Elbon](#)
To: [City of Vancouver - Office of the City Manager](#); we4the4people@gmail.com;
return_the_rengo_children_now@aol.com; unityisachild@gmail.com
Subject: THE UNITED NATION'S AGENDA 2030
Date: Sunday, March 13, 2022 9:16:03 PM

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

The United Nations AGENDA 2030 - Marxist stealth plan for world government ~ by Arthur R. Thompson ~ Published by The John Birch Society P.O. Box 8040; Appleton, WI 54912-8040 920 749-3780 JBS.org "Less government, more responsibility, and - with God's help - a better world."

Sometimes it is necessary to define terms so the reader understands what the author is talking about. This is one of those times, particularly with what was called AGENDA 21, now called AGENDA 2030, an agenda within the environmental movement and the United Nations.

The numbers 2030 indicate when the promoters of this agenda plan on having full implementation of their program in place, in other words by the year 2030.

Since this agenda will have a great influence on the movements as well as the PROPERTY RIGHTS of People, it is best that We explore just what these rights are and how they pertain to our Lives today.

We shall get into several terms and expressions that will bring forth the thinking of the FOUNDERS of The United States of America and the scope of the documents that comprise the FOUNDATION of OUR FREE COUNTRY. It is impossible to grasp the Spirit of Freedom unless the reader fully understands the FOUNDATIONS of LIBERTY given to US by Those who established The United States as an INDEPENDENT COUNTRY.

The reader will come to understand that the LIBERTY We enJoy as a FREE NATION and a FREE PEOPLE is in sharp contrast to the goals of Agenda 2030 and the United Nations, the organization through which Agenda 2030 WILL BE IMPLEMENTED !\$\$

There is even another aspect of a worldwide agenda run be a centralized government: since it is the nature of government to accumulate power, if there are no checks and balances against its accumulation of power, its power WILL GROW to the detriment of LIBERTY no matter the reason it has been formulated or who formulated it !\$\$

If We do not understand the basis for the RIGHTS of The PEOPLE as delineated by Our Country's Founders, we cannot understand the erosion of these Rights by those who mean to rule !\$\$ Men have always had to deal with those who mean to rule them. The problem has been that often the People have not noticed what was REALLY HAPPENING to Them until it was too late and They lost Their Freedom !!!

More often than not, it is a \$UBTLE process, at least in the beginning, particularly if being implemented in a Free Country. The People tend to Trust Their leaders and not suspect them until it is too late !!! This happens because They don't have a general understanding of what is going on, and They don't have a Citizen Organization working to EXPOSE the activities of the foreign and domestic enemies of FREEDOM.

In other words, a concerted CAMPAIGN to OPPOSE the aims of those who mean to rule MUST come into play if The People are to remain FREE !!! This is what happened during the early years of what became AMERICAN in opposition to British rule.

People have been subjugated by stealth from within as much as they have be conquest from without. Usually, the history books only talk about the armed conquests; therefore, People generally remain ignorant of how they can be wooed into giving up Their LIBERTY by

DOMESTIC ENEMIES\$!\$\$

Usually, People are subjugated by the use of FEAR. In other words, FEAR is GENERATED by some means, and the government imposes new law\$ and regulations to overcome whatever it is that causes the fear, real or imagined. When it is all over, the new laws and regulations remain in place. This can be gradual or done in one draconian initiative. The mood of The People and the depth of the EMERGENCY will determine whether it is done all at once or in incremental steps.

In order to notice what is happening and understand it, One needs to have an understanding and appreciation for what LIBERTY REALLY means and what has to be in place for Liberty to sustain itself. This always means a HEIGHTENED AWARENESS by The People, jealous of Their Rights, with the determination to preserve Their Rights.

The People MUST, at the same time, understand the contrast between real Liberty and what passes as Freedom in the PROPAGANDA put forward to promote the accumulation of power into the hands of the few - all in the name of The People - and the nuances of such a program. After all, those who mean to rule don't broadcast their INTENT to The People. This works best if the general population IS IGNORANT of Their Rights, and have never been taught what they are and why they are so important.

Many may recognize that they are losing Their Freedom; but if they do not have an appreciation for what Liberty really is, and the responsibilities that go with it, They will not be able to work toward a SOLUTION !!! You have to know what is right in order to rectify what is wrong. And, along with this comes the RESPONSIBILITY to do WHAT IS RIGHT. No one wants to be told that there is a problem unless a solution is offered to rectify it.

And this is where I will end, Hoping you all continue this book so you fully understand that WE THE PEOPLE WILL NOT put up with your involvement with the ICLEI and any United Nations entities associated with green new deals etc., here in Clark County Washington USA. The Regulations and Controls ARE on The People who own the land or other personal property. They dictate what the People can or cannot do with Their property !!! Government can call the controls whatever they wish; but in reality the controls are ALWAYS on The People !!!

Our CONSTITUTION was written to PROTECT The Rights of Our Citizens, giving only limited powers to the government, and NO MORE !!!

Karl Marx, in The Communist Manifesto, called for 100% control over property by the State, and we are headed in that direction. Government authority always moves to have more regulations and more taxes unless checked by a SUCCESSFUL MASS MOVEMENT to do otherwise. Power tends to corrupt and absolute power corrupts absolutely.

In politics, nothing happens by accident. When it happens, it was planned that way. WE HAVE HAD ENOUGH.

Spring has sprung and WE THE PEOPLE WILL get Our government back here in Clark County Washington USA.

We WILL NOT be part of your ONE WORLD ORDER !\$\$

Kimberlee Elbon
Life Clark County Citizen
La Center, Wa
360 593-6878

1. OVERVIEW

The 60-day session began on January 10 with hearings and floor votes done mostly virtually. By the end of session on March 10, the largest supplemental budget in history passed with most Legislators voting in-person.

Compared to typical election year sessions, this one was also notable for its level of ambition. The Legislature leveraged the state's strong fiscal position to accomplish objectives normally saved for a long, odd-year session.

Move Ahead Washington Transportation Package

A prime example of leveraging the state's strong financial position was passage of the transportation funding package, a 16-year, \$17 billion transportation package called Move Ahead Washington.

Gov. Inslee described the package as a "transformational, once in a generation feat" that would reduce emissions and dependence on fossil fuels. Unique features of this transportation package are the absence of a gas tax hike and a one-time \$2 billion transfer from the general fund. Notable investments include \$1 billion for replacement of the I-5 Columbia River Bridge.

It is important to note that the package was not universally well received. Republicans expressed disappointment with respect to the Democrats' partisan approach on transportation. The Association of Washington Cities noted is the first time in recent memory that the state has passed a transportation package without meaningful funding for city transportation needs.

Additionally, the decision to sweep funds from the Public Works Assistance Account to backfill the state's transportation needs suggests a lack of partnership from the state when it comes to supporting locally owned critical infrastructure.

Bigger-than-normal supplemental budget

The Legislators came into the session with \$5 billion more in state revenue than anticipated and \$1.2 billion more in COVID-19 relief federal funds that had not yet been spent. The \$64 billion supplemental budget passed makes investments in K-12 education, behavioral health, COVID-19 pandemic recovery, housing and more.

The budget leaves \$800 million in reserves for the next two years plus an additional \$2.75 billion left in an account set aside to help Washington recover from the COVID-19 pandemic, or a similar emergency.

Republicans argued unsuccessfully for across-the-board tax cuts, as part of the supplemental budget, instead of just more spending. Some Democratic tax proposals, including a three-day sales tax holiday around Labor Day weekend and making state fairs and state parks free, did not make it into the final budget.

2. VANCOUVER LEGISLATIVE AGENDA ACCOMPLISHMENTS

By any metric, this year was an overwhelming success for Vancouver. We achieved our transportation and policy priorities, made headway in numerous arenas, and secured capital support.

I-5 Bridge Replacement and Clark County Transportation Alliance

Agenda Item:

Support interstate efforts for an I-5 bridge replacement consisting of a replacement bridge and high-capacity transit in a dedicated guideway. Project should include highway, high-capacity transit, bicycle and pedestrian improvements to support the travel needs of Vancouver and the region.

Result:

The Move Ahead Washington not only funds \$1 billion for the I-5 Columbia River Bridge Replacement but also funds \$6 million for SR-500 & NE Stapleton Road/NE 54th Avenue Bicycle & Pedestrian Overcrossing, \$700k for Garrison Road side walk infill, and \$5 million for C-TRAN Bus Rapid Transit on Highway 99.

All told the budget includes \$1.3 billion for Active Transportation (bikes & pedestrians), \$3 billion for transit programs and projects, and \$517 million for alternate fuels and electrifications.

Main Street Program

Agenda Item:

Clarify that the population limit of 190,000 residents applies only when a program initially applies for designation and that a program can continue to participate once it exceeds the population limit to allow the City of Vancouver to continue to participate in the Main Street Program.

Result:

Vancouver's bill, SB 5617, sponsored by Senator Cleveland, was signed into law on March 11th by the Governor, therefore ensuring the City's continued eligibility to the Main Street Program.

Homeless and Affordable Housing

Agenda Item:

The City is seeking a variety of tools to address the problems of homelessness and affordable housing. There is also the need for additional resources to address housing instability created by the economic impacts of the COVID-19 pandemic, including rent assistance and foreclosure-prevention assistance.

Result:

The respective enacted supplemental operating and capital budgets add to the already historic levels in the underlying budget. Operating investments include, but are not limited to:

- Increases Right of Way Response & Outreach: \$45 million is provided for Commerce to provide grants to local governments and nonprofits to transition individuals currently living on public rights-of-way to permanent housing solutions.
- Utility Assistance: \$100 is provided for Commerce to administer grants to public and privately-owned utilities to address electricity, natural gas, water, sewer, and garbage arrearages for low-income households.
- Homeless Service Provider Stipends: \$55 million is provided for Commerce to administer stipends to address immediate economic needs for eligible employees of homeless service providers with whom state agencies or local governments contract to provide services pursuant to their homeless housing plans.
- Eviction Prevention Rental Assistance Program: \$45 million is provided for the Eviction Prevention Rental Assistance Program created in RCW 43.185C.185, which provides resources such as rental or utility assistance for households most likely to become homeless or suffer severe health consequences, or both, after an eviction.
- Landlord Mitigation Program: \$27 million is provided for the Landlord Mitigation Program, which provides first-come first-served assistance to landlords for claims involving damages or lost rent for certain tenancies.

Capital investments include, but are not limited to:

- \$210 million for rapid conversion of property into emergency shelters, permanent supportive housing, transitional housing, or permanent housing for extremely low-income people.
- \$20 million for housing projects in rural and underserved communities.
- \$10 million is for previously funded rapid capital projects experiencing unexpected cost increases.
- \$15 million for homeless youth facilities.
- \$9 million for grants to local governments and PUDs for utility connections to new affordable housing projects.

HB 1866 establishes the Apple Health and Homes Program. This program provides a permanent supportive housing benefit and a community support services benefit to persons who meet eligibility criteria related to income, medical risk factors, and barriers to finding stable housing. This builds upon the “Medicaid waiver” that the state secured several years back to evaluate using Medicaid funds to provide housing services as a component of health care. Nearly \$40 million is appropriated in the operation budget in addition to \$60 million for the Apple Health and Homes rapid permanent supportive housing program in the capital budget.

SB 5818 promotes housing construction in cities through amendments to and limiting appeals under the Washington State Environmental Policy Act and Growth Management Act (GMA). Among other things SSB 5818 exempts a fully planning city's adopted housing action plan strategies, and permanently exempts optional residential building capacity actions, from review

and legal challenge under the GMA and from review and appeal under the State Environmental Policy Act (SEPA).

Police Reform

Agenda Item:

Support clarification of the civil standards for use of force requirements so law enforcement can better understand the state requirements and know when they can use force to intervene in a situation, including a mental health crisis where a crime is not being committed

Result:

HB 2037 defines physical force to mean any act reasonably likely to cause physical pain or injury, or any other act exerted upon a person's body to compel, control, constrain, or restrain the person's movement.

The bill also clarifies that an officer may use physical force to prevent a person from fleeing or stop a person who is actively fleeing a lawful temporary investigative detention, provided that the person has been given notice that he or she is being detained and is not free to leave, also known as a Terry stop.

HB 1719 clarifies that law enforcement officers can use less-lethal alternatives, such as bean bag rounds, fired from a rifle.

HB 1735 provides clarity on when law enforcement officers may use physical force. The bill expands permitted situation to include:

- Taking a person into custody, transport a person for evaluation or treatment, or provide other assistance under civil and forensic commitment laws.
- Taking a minor into protective custody when "authorized or directed by statute."
- Executing or enforcing a court order authorizing or directing a law enforcement officer to take a person into custody; execute a search warrant; or execute or enforce an oral directive issued by a judicial officer in the courtroom or a written order where the court expressly authorizes a peace officer to use physical force to execute or enforce the directive or order.

Fire Station 5 Secure Equipment Storage

Agenda Item:

The City requested \$1 million to assist with a remodel construction project at Fire Station 5 to secure the equipment inside in a climate-controlled environment.

Result:

The Legislature provided \$160k to assist in the planning and development of a climate-controlled building for secure and dry equipment storage.

Broadband Access and Equity

Agenda Item:

Support policies and funding that provide greater access and equity for broadband services, including the potential expansion of authority to cities and other public entities.

Result:

HB 1723 establishes several programs within the Statewide Broadband Office (SBO) to increase services, training, and funding for traditionally underserved populations across the state. The bill:

- Codifies the Digital Equity Forum in law and allows funds to be used to compensate, for any work done in connection with the forum, additional persons with lived experience navigating barriers to digital connectivity.
- Requires the SBO, in consultation with the forum, the Utilities and Transportation Commission, and the Department of Social and Health Services, to develop a state digital equity plan and report by December 1, 2023.

A total of \$50 million is provided for digital equity programs in the operating budget.

3. MORE WORK TO BE DONE

As highlighted in the previous section, this was by all account a tremendous session for Vancouver. Unfortunately, we were not able to make progress on every item on the agenda.

Ranked Choice Voting

Agenda Item

The City supports HB 1156, the Ranked-choice Voting Local Options Bill, which will allow the City to conduct elections using ranked-choice voting, as allowed under the city charter.

Result

Little if any progress was made on this issue this session. Any perceived momentum in the House from last year evaporated this session as HB 1156 languished in House Rules all year.

One bright spot was that a ranked choice policy bill, SB 5584, was introduced in the Senate and was advanced by the policy committee, only to die in the Senate Fiscal committee. There was no policy bill in the Senate in 2021.

Property Tax Cap

Agenda Item

The City supports changes to the existing 1% property tax cap to allow for factoring in both population growth and inflation.

Result

The current influx of federal money combined with unprecedentedly robust sales tax collection makes any discussion of lifting the property tax cap moot.

4. LOOKING AHEAD

The 2023 session will begin on January 9 and is scheduled to conclude 105 days later on April 23.

Transportation

Planning continues for the I-5 bridge replacement between Washington State and Oregon. Overall, work is needed to program transportation projects approved in the Move Ahead Washington Package, such as the dollars for I-5 Bridge Replacement. Unlike prior transportation packages, this year's package did not include a specific biennium by biennium spending plan approved by the Legislature; so currently there is lack of certainty as to when funds will be made available for specific projects.

Fall Elections

Candidate filing week will occur May 16 to May 20. The Washington State Primary will be on August 2 and the General Election will be on November 8.

A robust legislative campaign season with some hotly contested races is anticipated during the interim. Currently, there are 19 members of the House and 5 members of the Senate either retiring or running for a different office than the one they currently hold and this list is expected to grow.

Newly adopted redistricting boundaries are in effect for the Primary and General this year. All 98 House seats and 25 of the 49 Senate seats are up for election this fall. Currently, House Democrats hold a 57-41 seat majority and Senate Democrats hold a slimmer 28-21 seat majority. Republicans have voiced optimism about gaining some seats in the House and Senate in the fall elections.

Local Government 2023 Session - Likely Policy Priorities

Looking ahead to the 2023 Session, several issues are sure to be in play. These include housing (Missing Middle & ADUs), further addressing the *Blake decision*, the Long Term care program, and advancing climate goals as outlined below.

Housing

Support for addressing Washington State's homelessness and affordable housing crisis notably gains momentum each year, but significant policy changes in this area are yet to cross the finish line.

Missing middle legislation, HB 1782, introduced by Representative Jessica Bateman (D-Olympia) had considerable activity this session until it eventually stalled in the House. Representative Bateman very publicly fought to the end of the session to revive this bill after it did not make it past a cutoff deadline. Even before the 2022 session adjourned, Representative Bateman announced her intentions to introduce similar legislation in 2023.

Accessory dwelling unit (ADU) legislation, HB 1660, managed to pass out of the House in 2022 before it stalled in the Senate. Housing advocates have expressed strong support for this type of legislation which allows for ADUs on single-family zoned residential properties. HB 1660's primary sponsor, Representative Sharon Shewmake (D-Bellingham) is running for the open Senate seat in the 42nd District.

It was a surprise to many when comprehensive planning legislation, HB 1099, with the intent of improving Washington State's climate response did not get called to the House floor for adoption after it went through the conference committee process and was passed by the Senate with a party-line vote. Having come so close to passage in 2022, it is very likely similar legislation will be introduced in 2023.

Climate

We will continue to see an emphasis on climate-related legislation focused on moving away from fossil fuels and things of that nature to cleaner renewable energy in all sorts of arenas from appliances to building codes to land use, etc. You can expect the 2023 session will build upon the types of climate bills introduced during the 2022 session that work towards eliminating fossil fuels from our daily lives similar to the bills outlined below.

Had it been adopted, energy reach code legislation HB 1770 would have updated the minimum State Energy Code requirements for residential and nonresidential construction and required new buildings to be net-zero ready. This bill stalled in the Senate.

The result of conversations by the Building Code Council, HB 1766 was introduced to modify the regulations of gas companies to achieve reductions in greenhouse gas emissions. Specifically, the bill stated beginning in 2025, a gas company may not include conservation measures that require the installation of new gas-fired appliances, furnaces, water heaters, or other end-use equipment in its conservation target. Worth noting, the Building Code Council is still actively in the rulemaking process for these types of issues.

Introduced by the request of the Governor, HB 1767 would have allowed a utility to help buy or replace energy inefficient equipment, with the goal of reducing rates for everyone or defraying rate increases. It pushed at the edges of gifting public utility resources as the bill allowed a city and utility provider to create an opportunity to swap out energy inefficient appliances with significantly more energy efficient ones. The language in the bill required that the appliance swap provided net benefits to the utility. In other words, as the swap of equipment ultimately reduced the overall cost to ratepayers, it would not have been considered a gift of public resources (as the swapping out for equipment actually would provide a public benefit).

Police Reform

Legislators came into the 2022 session prioritizing addressing clarifications that emerged during the interim surrounding police reform. Significant police reforms were adopted during the 2021 session. Once they had gone into effect some areas were exposed that needed to be addressed and clarified. Most of the police reform clarification priorities on the law enforcement agenda were accomplished during the 2022 session. One of the few remaining outstanding issues law enforcement did not see addressed in 2022 is police vehicle pursuits. SB 5919 was the only bill

this session that saw movement, which included law enforcement requested clarifications regarding police vehicle pursuits. SB 5919 stalled in the Senate during the waning days of session. It is anticipated law enforcement will introduce legislation in 2023 relating to this area of police reform. Whether or not this type of legislation will get the attention it received in 2022 remains to be seen.

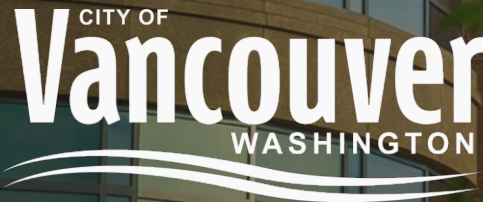
Blake decision

Addressing required changes resulting from the February 2021 *Blake decision* court ruling began during the 2021 session (SB 5476). This work continued into 2022, but little was done this year as the policy decisions about whether or not to assign a criminal penalty for drug possession has been deferred to the 2023 legislative session. An HCA led workgroup continues to meet and will present a report to lawmakers in December 2022. During the 2022 session, legislation (SB 5663) was proposed to help provide a streamlined framework for counties and cities to follow while working through vacating tens of thousands of now void criminal convictions. In addition to the vacating of convictions, there is an undetermined amount of legal financial fees and fines that must be repaid. Cities received \$21.5 million in the 2022 supplemental budget to reimburse for costs associated with vacating and repayment. One issue the Legislature tried to tackle in 2022 is the issue of adopting legal definitions identifying which court records are impacted by the ruling. This is needed to provide a clear understanding for local government of what is meant by “readily available court records” as the *Blake decision* impacts convictions as far back as 1971. This definition will certainly inform the long term financial impacts to local governments. Although SB 5663 was not adopted this session, proviso language included in the 2022 supplemental operating budget provides local government with a \$200,000 pot of money for this data collection effort. This data compiled by cities will be used during the 2023 session to help lawmakers determine the level of funding needed to fully implement changes required by the *Blake decision*. AWC will be reaching out to cities who receive reimbursements related to *Blake* to better understand the amount of staff time (prosecutor, court, clerks) related to vacating and repayments of LFOs in the hope of extrapolating data to inform budget asks in 2023 and beyond. Additionally, AWC will be surveying cities to determine how many and to what extent are impacted by the *Blake decision*.

Long Term Care - WA CARES Fund

During the 2019 session, Washington State adopted the nation’s first ever long term care insurance benefit (WA CARES Fund) for eligible workers. During the 2021 interim as the state geared up to implement the program in January 2022, many concerns were raised that more time was needed to launch the program. As a result, the Legislature came into the 2022 session with addressing WA CARES Fund concerns raised during the interim as one of its highest and more urgent priorities. Within the first few weeks of session, legislation was adopted to delay the start of the program by 18 months until July 2023 (HB 1732) and to allow for more worker exemptions to the program (HB 1733). Both bills were signed into law by the governor on January 27 and were effective immediately. Looking ahead to 2023 it is hard to identify what’s next for the WA CARES program as there is a wide spectrum of opinions on the scope of changes needed for this policy ranging from minor tweaks to repealing it altogether.

2022 Session Review



April 18th, 2022

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

Move Ahead Washington Transportation Package

“Move Ahead Washington” Transportation Proposal Passes the Legislature

- 16-year, \$17B “Move Ahead Washington” transportation.
- Notable investments include \$1 billion for replacement of the I-5 Columbia River Bridge
- Annual transfers of \$57M from both the Public Works Assistance Account and General Fund.
- Other big spending items: \$1.29B for Active Transportation (bikes & pedestrians), \$3B for transit programs and projects, \$517M for alternate fuels and electrifications, and \$162M for rail.

Bigger-than-normal supplemental budget

\$64 billion supplemental budget

- The Legislators came into the session with \$5 billion more in state revenue than anticipated and \$1.2 billion more in COVID-19 relief federal funds that had not yet been spent.
- The budget makes investments in K-12 education, behavioral health, COVID-19 pandemic recovery, housing and more.
- It leaves \$800 million in reserves for the next two years plus an additional \$2.75 billion left in an account set aside to help Washington recover from the COVID-19 pandemic, or a similar emergency.

City of Vancouver 2022 State Legislative Priorities

Session Priorities Summary:

- ❖ I-5 Bridge Replacement and Clark County Transportation Alliance
- ❖ Homelessness and Affordable Housing
- ❖ Broadband Access
- ❖ Property Tax Cap
- ❖ Ranked-Choice Voting
- ❖ Main Street Program
- ❖ VFD Secure Equipment Storage

I-5 Bridge Replacement and CCTA

RESULT:

- “Move Ahead Washington” not only funds \$1 billion for the I-5 Columbia River Bridge Replacement but also funds:
 - \$6 million for SR-500 & NE Stapleton Road/NE 54th Avenue Bicycle & Pedestrian Overcrossing
 - \$700k for Garrison Road sidewalk infill,
 - \$5 million for C-TRAN Bus Rapid Transit on Highway 99.
- All told the budget includes \$1.3 billion for Active Transportation (bikes & pedestrians), \$3 billion for transit programs and projects, and \$517 million for alternate fuels and electrifications.

Main Street Program

RESULT:

Vancouver's bill, SB 5617, sponsored by Senator Cleveland, was signed into law on March 11th by the Governor, therefore ensuring the City's continued eligibility to the Main Street Program.

Technical Correction Needed:

- Reference in statutes regarding ability to authorize tax credits needs to be amended as well.

Homeless and Affordable Housing

RESULT:

- The Supplemental Transportation Budget provides on-going funding of \$5M to help local entities address safety risks associated with homeless encampments on WSDOT and other state-owned rights of way
- Operating budget: \$45M for eviction prevention and rental assistance; \$45M for grants to transition encamped individuals from rights-of-way to permanent housing
- Capital budget: \$113M for Housing Trust Fund; \$210M for rapid housing and shelters; \$60M for the Apple Health and Homes rapid supportive housing program
- HB 1866 establishes the Apple Health and Homes Program. This program provides a permanent supportive housing benefit and a community support services benefit to persons who meet eligibility criteria related to income, and medical risk factors.

Police Reform

RESULT:

- HB 2037:
 - Defines physical force to mean any act reasonably likely to cause physical pain or injury, or any other act exerted upon a person's body to compel, control, constrain, or restrain the person's movement.
 - Clarifies that an officer may use physical force to prevent a person from fleeing or stop a person who is actively fleeing a lawful temporary investigative detention.
- HB 1719 clarifies that law enforcement officers can use less-lethal alternatives, such as bean bag rounds, fired from a rifle.
- HB 1735 provides clarity on when law enforcement officers may use physical force, specifically as it relates to behavioral health responses and court order.

Fire Station 5 Equipment Storage

RESULT:

- The City requested \$1 million to assist with a remodel construction project at Fire Station 5 to secure the equipment inside in a climate-controlled environment.
- The Legislature provided \$160K to assist in the planning and development of a climate-controlled building for secure and dry equipment storage.

Broadband Access and Equity

RESULT:

- HB 1723 establishes several programs within the Statewide Broadband Office (SBO) to increase services, training, and funding for traditionally underserved populations across the state. The bill:
 - Codifies the Digital Equity Forum in law and allows funds to be used to compensate, for any work done in connection with the forum, additional persons with lived experience navigating barriers to digital connectivity.
 - Requires the SBO, in consultation with the forum, the Utilities and Transportation Commission, and the Department of Social and Health Services, to develop a state digital equity plan and report by December 1, 2023.
- A total of \$50 million is provided for digital equity programs in the operating budget.

More Work to Be Done

Ranked Choice Voting

- The City supported HB 1156, the Ranked-choice Voting Local Options Bill, which will allow the City to conduct elections using ranked-choice voting, as allowed under the city charter.
- Little if any progress was made on this issue this session. Any perceived momentum in the House from last year evaporated this session as HB 1156 languished in House Rules all year.
- SB 5584 was introduced in the Senate and was advanced by the policy committee, only to die in the Senate Fiscal committee. There was no policy bill in the Senate in 2021.

Property Tax Cap

- No progress was made on this issue this session.

Other Policy Bills of Interest: Meetings

Public Meetings (ESHB 1329)

- Encourages public agencies to provide remote access to governing body meetings.
- Requires governing bodies to provide an opportunity for public comment at or before every regular meeting at which final action is taken, except in emergency situations.
- Requires governing bodies, if feasible, to provide an opportunity for remote oral comment for an individual at a meeting upon request if the individual will find physical attendance at a meeting difficult.

Restricting Weapon in Public Spaces (HB 1630)

- Prohibits the open carry of guns and weapons at city and county council meetings, election sites and school board meetings.

Other Policy Bills of Interest: Planning

Limiting appeals under the State Environmental Policy Act (SB 5818)

- Promotes housing construction in cities through amendments to and limiting appeals under the Washington State Environmental Policy Act and Growth Management Act (GMA)
- Exempts a fully planning city's adopted housing action plan strategies, and permanently exempts optional residential building capacity actions, from review and legal challenge under the GMA and from review and appeal under the State Environmental Policy Act (SEPA).

Comprehensive Plan Review Cycle (HB 1241)

- Increases the review and revision cycle for comprehensive plans under the Growth Management Act from eight to ten years.

Other Policy Bills of Interest: Environment

Reducing greenhouse gas emissions (5277)

- Requires the Department of Commerce (Commerce) to adopt state energy management and benchmarking requirements for buildings between 20,000 and 50,000 square feet and to multifamily residential buildings larger than 50,000 square feet (tier 2) by December 1, 2023.

Solid Waste Plans (1799)

- Requires county solid waste plans to identify priority areas and a volumetric capacity for managing organic materials in a manner consistent with state goals.
- Requires certain local governments to provide source-separated organic materials collection services and requires certain businesses to arrange for organic materials management services.

Looking Ahead: Transportation

- Planning continues for the I-5 bridge replacement between Washington State and Oregon.
- Overall, work is needed to program transportation projects approved in the Move Ahead Washington Package, such as the dollars for I-5 Bridge Replacement.
- This year's package did not include a specific biennium by biennium spending plan approved by the Legislature; so currently there is lack of certainty as to when funds will be made available for specific projects.

Looking Ahead: Local Government Issues

Housing

- Missing Middle, ADUs, and Comprehensive Planning Legislation

Climate

- HB 1770 would have updated the minimum State Energy Code requirements for residential and nonresidential construction and required new buildings to be net-zero ready.
- HB 1766 was introduced to modify the regulations of gas companies to achieve reductions in greenhouse gas emissions.
- HB 1767 would have allowed a utility to help buy or replace energy inefficient equipment, with the goal of reducing rates for everyone or defraying rate increases

Looking Ahead: Local Government Issues continued

Police Reform

- SB 5919, which included law enforcement requested clarifications regarding police vehicle pursuits was one of the few priorities of Law Enforcement that did not Pass.

Voting Rights Reform

- There was a bill that could perhaps could have passed last year; however that version would not have placed a significant number of local jurisdiction in Preclearance .

Long-Term Care

- The program was delayed until 2023, there is still a lot of disagreement about the details of the program.

Looking Ahead: Fall Elections

- Candidate filing week will occur May 16 to May 20. The Washington State Primary will be on August 2 and the General Election will be on November 8.
- Currently, there are 20 members of the House and 5 members of the Senate either retiring or running for a different office than the one they currently hold and this list is expected to grow. Including Rep. Kraft, Rep. Hoff, Rep. Vick, and Senator Rivers.
- Newly adopted redistricting boundaries are in effect for the Primary and General this year.
- All 98 House seats and 25 of the 49 Senate seats are up for election this fall. Currently, House Democrats hold a 57-41 seat majority and Senate Democrats hold a slimmer 28-21 seat majority.

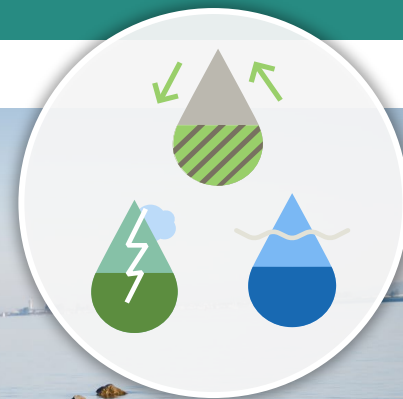
Questions

VANCOUVER
CITY HALL

CITY OF
Vancouver
WASHINGTON

Brian Enslow, Arbutus Consulting
360.489.8121
brian@arbutusllc.com

Water Resiliency Framework and Strategy



City of Vancouver Water Resiliency Strategy Capital Program and Financial Alternatives



Lon Pluckhahn, Deputy City Manager
Chris Malone, Finance and Asset Management Manager
April 18, 2022

Presentation Overview

- October 25 Council presentation highlights
- CIP Program Overview: Cost Drivers
- Financing Options: Four Levers, Focus on SDCs
- Stakeholder Input on SDCs
- Next Steps



Vancouver's Integrated Water System



City Public Works operates and manages a **water, wastewater, and surface water** system providing infrastructure and services worth **\$7 billion**



300+ miles of stormwater pipe
24,000+ catch basins
5,752 infiltration wells
2,800 treatment facilities
19% tree canopy



6.9 billion gallons of treated wastewater
2 treatment facilities
785 miles of wastewater pipe
41 pump stations



10.3 billion gallons of drinking water
11 water stations
1,090 miles of water pipe

Reliable and Resilient Service

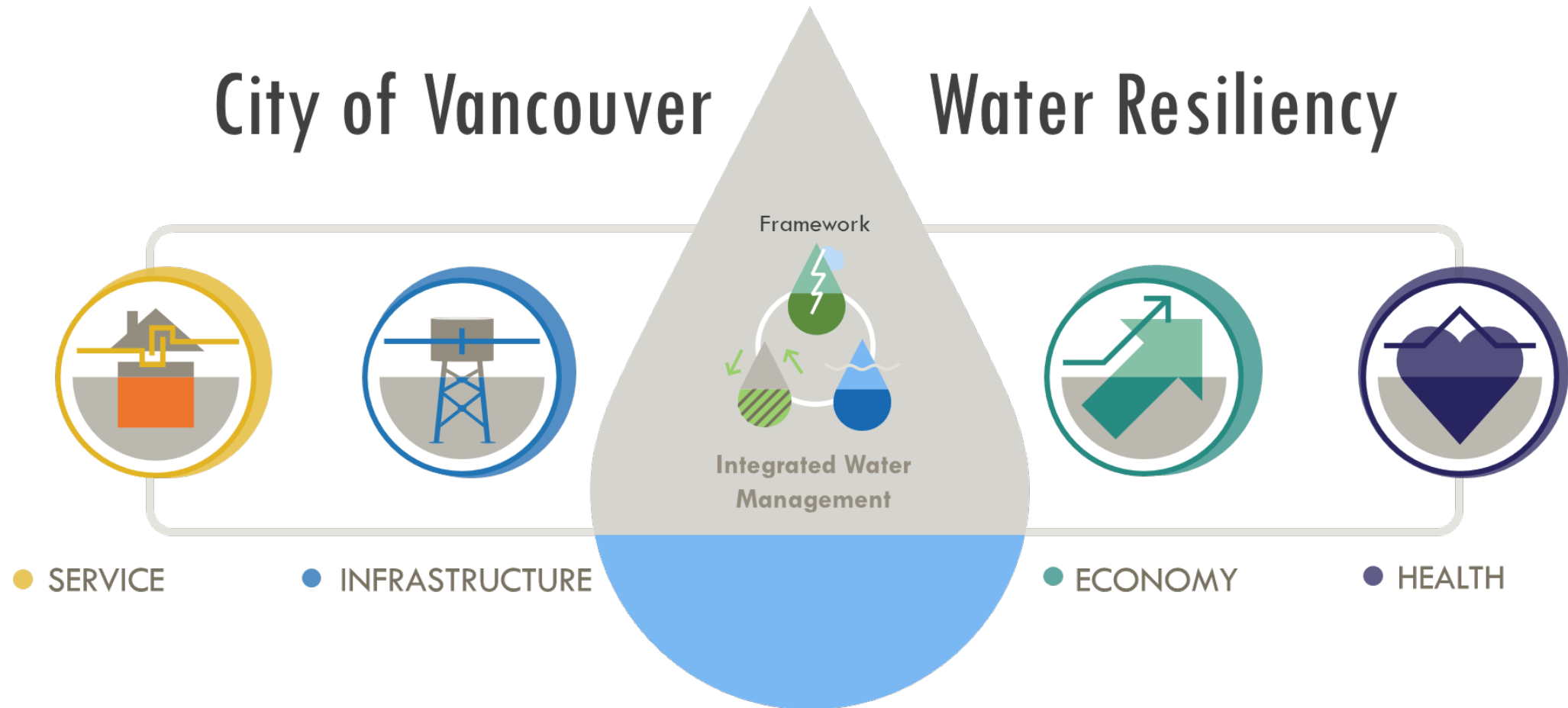
We must continue to **proactively address pressures** on our system:

- Population growth
- Aging infrastructure
- Climate change
- Public health
- Livability
- Regulatory changes
- Aging infrastructure



Water Resiliency Framework

The Water Resiliency Framework establishes an integrated water management approach that helps us prioritize critical investments to achieve our resiliency and livability goals



Using an integrated water approach, we protect our community, environment and infrastructure better.

Wastewater:

We collect and treat wastewater from residential, commercial, and industrial users so that clean water can be reintroduced to the environment.

6.9 billion gallons of treated wastewater
2 treatment facilities
785 miles of wastewater pipe
41 pump stations

Integrated Water Management

Stormwater:

We manage systems that control stormwater including flood control as well as provides solutions to restore area streams and the environment.

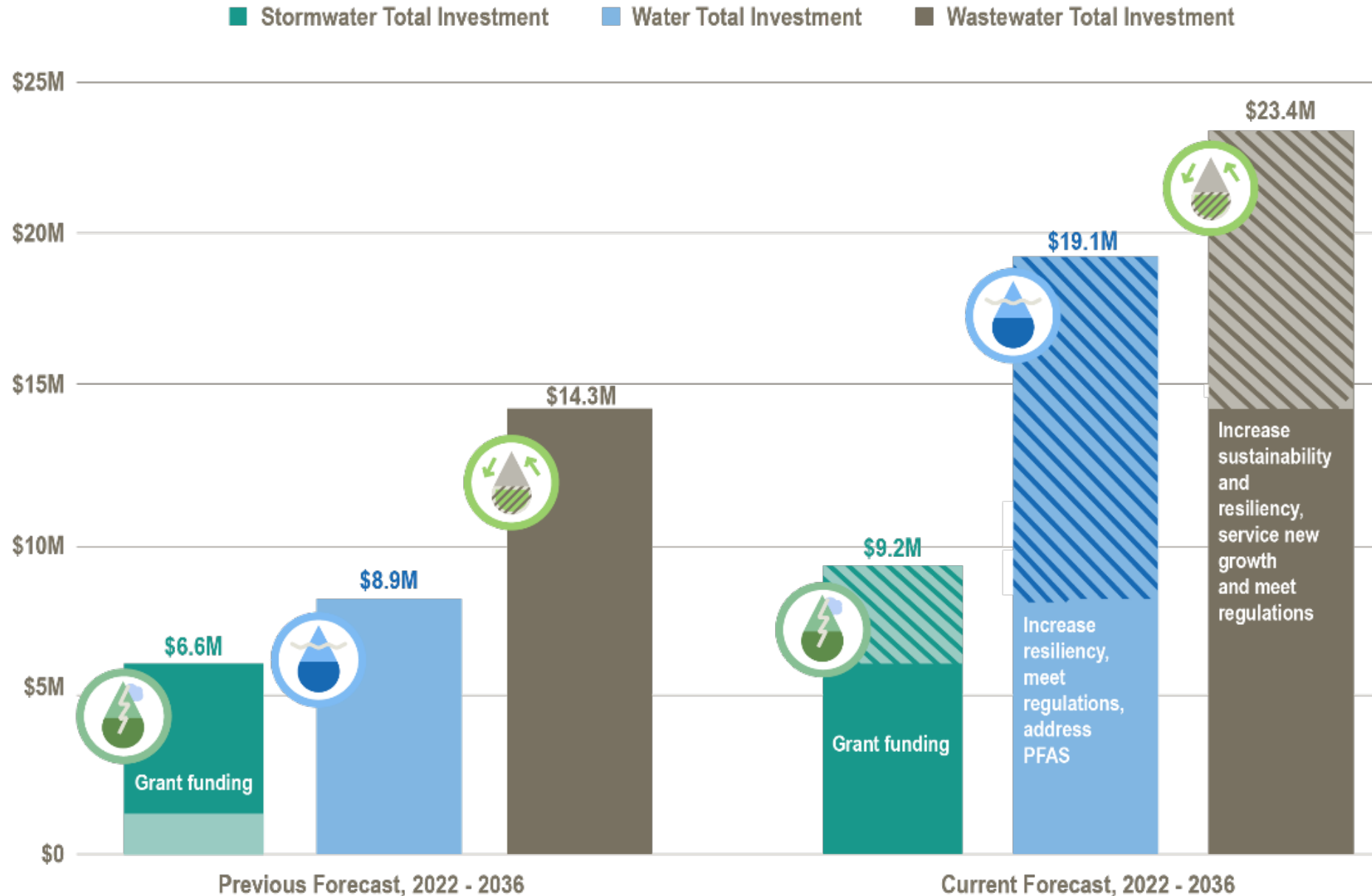
300+ miles of stormwater pipe
24,000+ catch basins
5,752 infiltration wells
2,800 treatment facilities
19% tree canopy

Drinking Water:

We provide high-quality and reliable drinking water and protect groundwater / aquifer water quality.

10.3 billion gallons of drinking water
11 water stations
1,090 miles of water pipe

Previous vs. Current CIP Forecast (15-Yr, Annualized)



The new Operations Center is not included in the amounts shown.

Wastewater Utility Project Benefits and Cost Drivers

- **Regulatory compliance**
- **Future growth capacity**
- **Replace aging infrastructure**
- **Resource recovery (long-term revenue potential)**
- **Energy efficiency (long-term cost savings)**



Water Utility Project Benefits and Cost Drivers

- **Regulatory compliance**
- **System resiliency improvements**
- **Future growth capacity**
- **Construction/materials costs**
- **Climate mitigation measures**
- **New operations center**



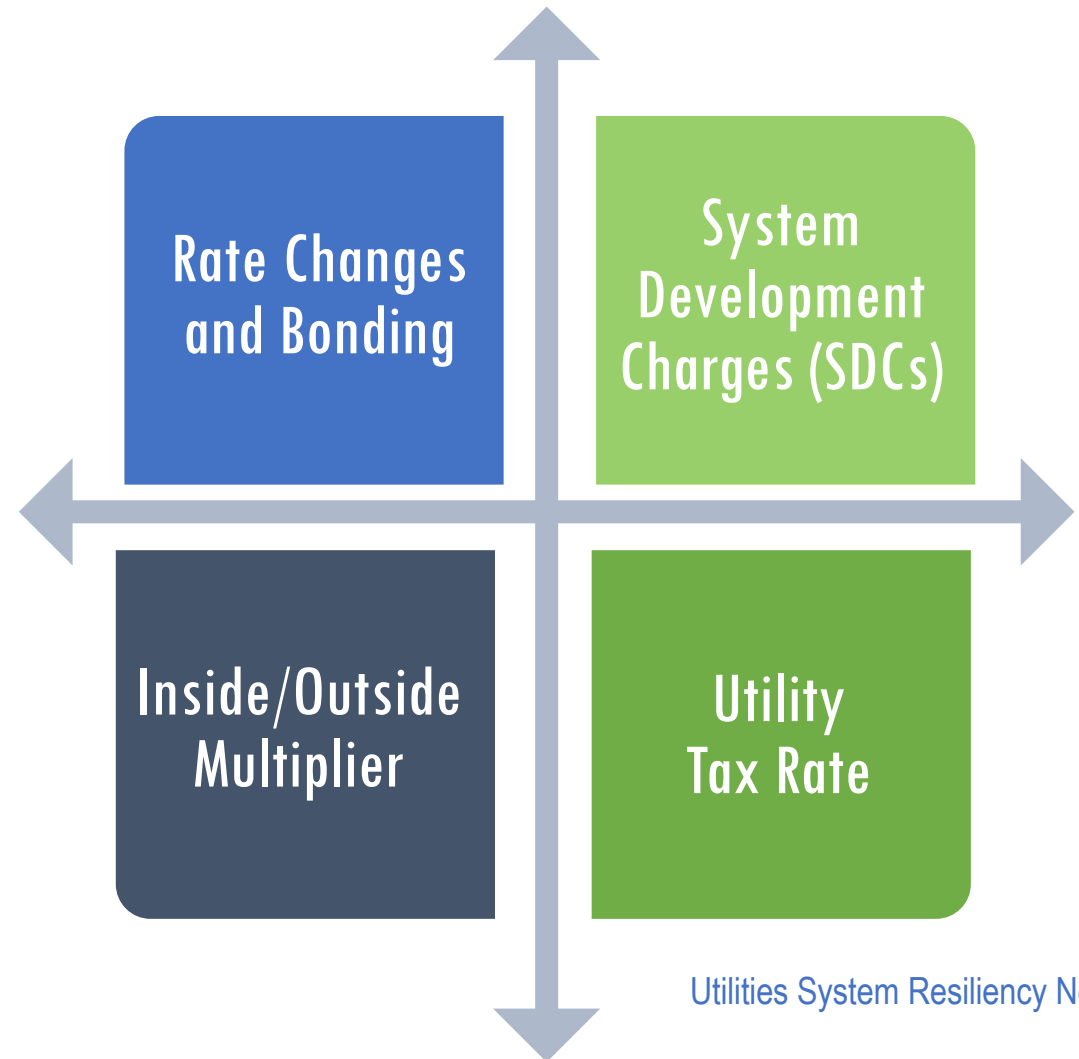
Stormwater Utility Project Benefits and Cost Drivers

- **Regulatory compliance**
- **Water quality improvements**
- **Flooding reduction**
- **System performance and longevity**



Financial Levers

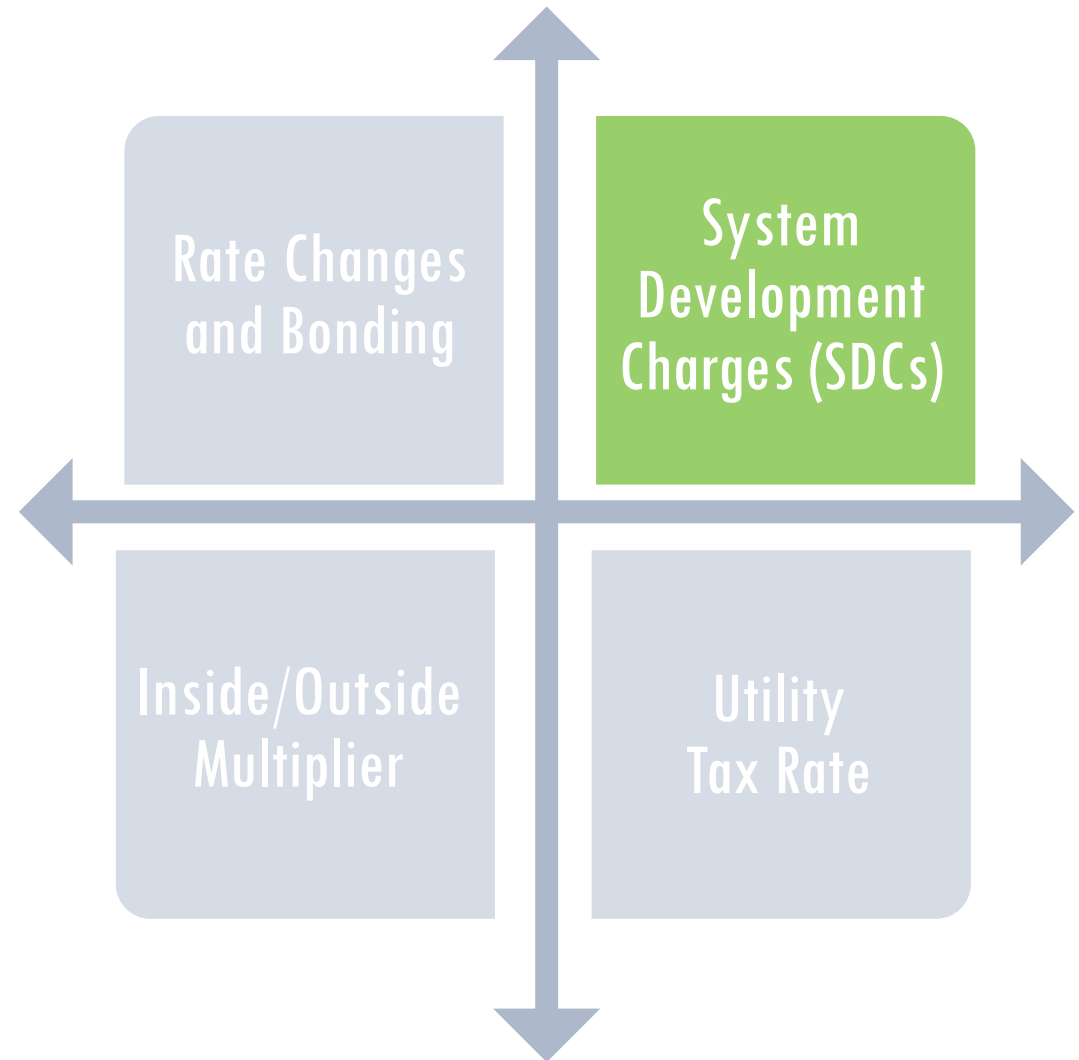
Levers can be adjusted to meet investment needs and address changing conditions



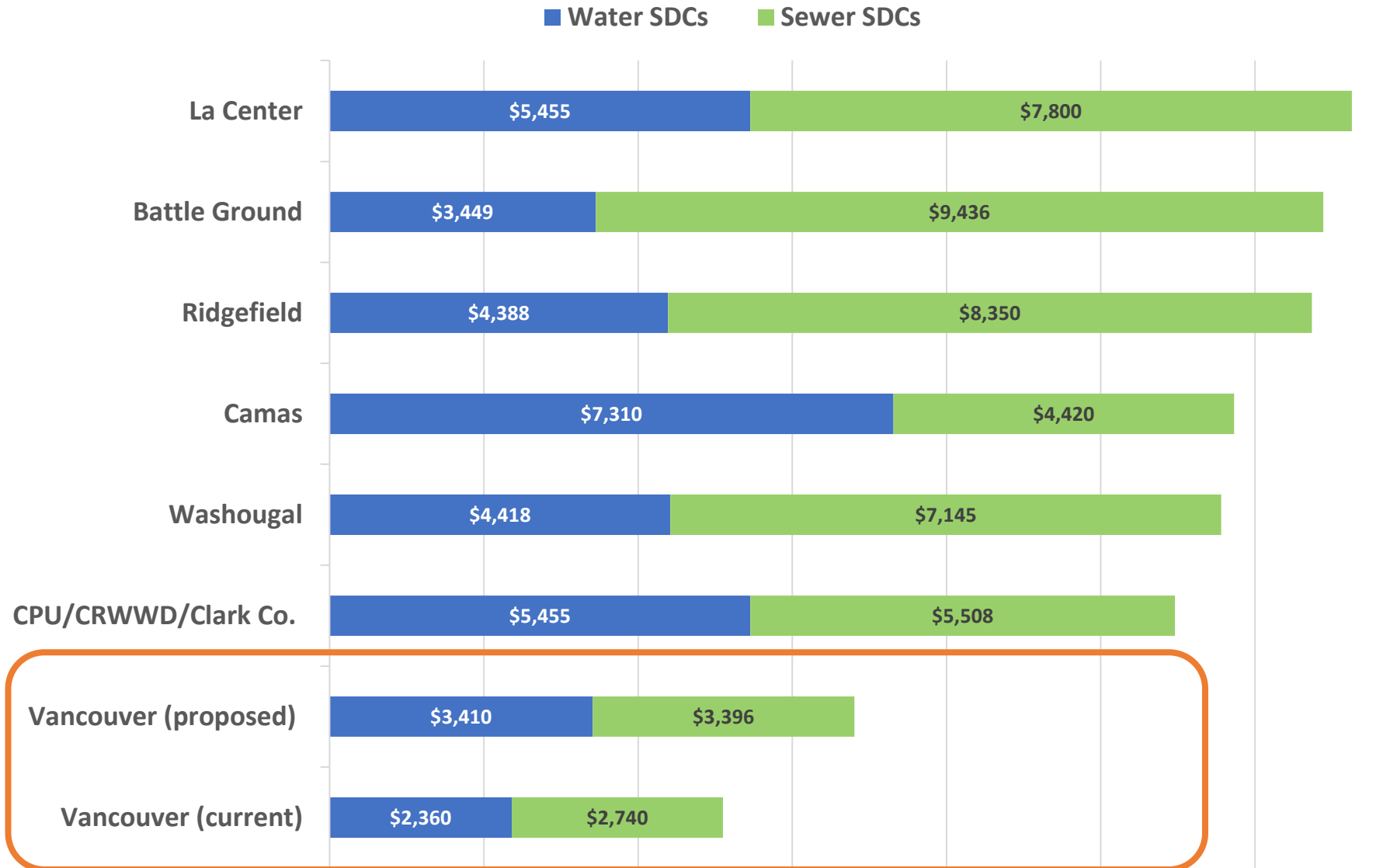
System Development Charges

Opportunities:

- Improve equity of funding
- Address lagging increase
- Stabilize rates
- Invest in our system to effectively meet growth demands
- Maintain competitiveness in region



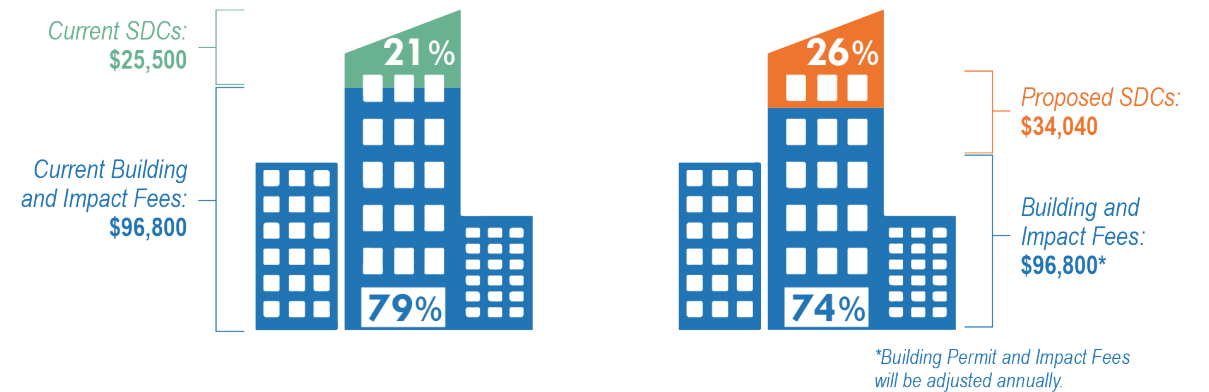
System Development Charges (SDCs)



SDC Stakeholder Engagement

- Summary of potential SDC increases sent to key developer and business contacts in March
- Feedback received to date (requested by April 13)

20,000 SF Commercial Office



20-Lot Subdivision



Next steps

- CIP Project Overview, Financing Options, Stakeholder Engagement Update: ***May 16 Council Briefing***
- Financing Options and Proposed Financing Plan: ***June 13 Council Briefing***
- Recommend Final Financing Plan: ***August 2022***



Closing | Questions



Staff Report: 052-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/18/2022

SUBJECT Professional Service Amendments for On-call Transportation Planning 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 transportation planning services with responses received by twelve firms.
- Responses were evaluated and three firms were awarded contracts to provide on-call transportation planning services up to \$300,000.
- The contracts were awarded for two years with the option to extend three additional years with varying task order specific amounts to be determined dependent on the category of work and specific work needed.
- Staff anticipate exceeding the existing \$300,000 contract limit and require Council approval to amend the contracts to a budget of \$1,000,000 each.

Strategic Plan Alignment

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

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

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

Goal 8: Strengthen commercial, retail and community districts throughout the City

Present Situation

The City adopted a Complete Streets policy in 2017 that directed staff to advance opportunities to improve transportation safety, accessibility, and mobility in partnership with the City's Pavement

Management Program. Based on proposed pavement projects from 2022-2024, several decision packages were submitted in the 2021-2022 biennial budget to fund project analysis, community engagement, and design concept development for the following corridors:

- Ft. Vancouver Way from Mill Plain Boulevard to Fourth Plain Boulevard
- SE 34th Street to SE 162nd Avenue to the city limits
- Fourth Plain Boulevard between F Street and Andresen Road
- NE 112th Avenue/SE Chkalov Drive from McGillivray Boulevard to SR-500/city limits

The Transportation Planning Services On-call contracts allows staff to support these Complete Streets projects along with other needs, such as project evaluations for previously completed projects, like the Columbia Safety and Mobility Project and McLoughlin Safety Improvement Project.

The City issued an RFQ for transportation planning services in April of 2021 and received twelve responses in May of 2021. Consultants were asked to submit responses that could include services for the following tasks:

- Transportation Street Design
- Striping and Traffic Marking
- Minor Signal and Lighting Design
- Traffic Detection and Signal Modification
- Project Scope/Budget Development
- Computer Aided Drafting
- Design of Biking, Walking, and Transit Facilities
- Development of Public Outreach Materials
- Implementation of Community Meetings, Open Houses, etc.
- Meeting Facilitation
- Project Evaluation

After a review of all responses, the evaluation committee selected three consultants for on-call professional service contracts.

Engineering Firm	Original Contract Amount
DKS	\$300,000
Fehr & Peers	\$300,000
Parametrix	\$300,000

Due to on-going project needs, the addition of new project considerations, and staff capacity challenges, increasing contract budgets is necessary to ensure continued successful project implementation. Contracts with DKS, Fehr and Peers, and Parametrix will be revised to increase, not to exceed amounts from \$300,000 to \$1,000,000.

Advantage(s)

1. Provides immediate transportation planning services needed to assist City staff with the execution of both planned and unexpected projects.
2. Provides maximum flexibility to transportation planning staff to ensure projects are adequately and professionally staffed.

3. Establishing on-call contracts now and using subsequent task orders as needed reduces staff capacity expended on the procurement and consultant selection process and maximizes efficiency in bringing on required professional service resources.
4. Allows for the hiring of consultants that are specialized in specific fields that meet project needs of transportation planning.

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

Planning costs for existing projects are included in the 2021-2022 Transportation Planning and Capital Fund budgets. Funding requests for Council directed Complete Streets and other transportation planning projects to be initiated in the 2023-24 biennium are anticipated in the upcoming biennial budget process.

Prior Council Review

Approval of the 2021-2022 biennial budget Complete Streets decision packages.

Action Requested

Authorize the City Manager or his designee to execute amendments to the Professional Service Agreements with DKS, Fehr & Peers, and Parametrix for transportation planning services on an as-needed basis for five years with not-to-exceed amounts indicated above; authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Jennifer Campos, Principal Planner, 360-487-7728

ATTACHMENTS:

- ▢ DKS On-call Transportation Planning Services Proposal
- ▢ Fehr & Peers On-call Transportation Planning Services Proposal
- ▢ Parametrix On-call Transportation Planning Services Proposal
- ▢ DKS Contract
- ▢ Fehr Contract
- ▢ Parametrix Contract

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

GENERAL INFORMATION FORM RFQ# 20-21 ON-CALL TRANSPORTATION PLANNING

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your entity. **To be considered for this project, the submittals must be completed in accordance with this RFQ and this RFQ cover sheet must be attached.**

Failure to submit this form may result in your proposal being deemed non-responsive.

 Authorized Official (Signature)	May 12, 2021 Date
Carl Springer, PE, PTP Print Name of Authorized Official	Principal Title of Authorized Official
DKS Associates, Inc. Company Name	Carl Springer, PE, PTP Contact Person
720 SW Washington Street, Suite 500 Address	Portland, OR 97205 City, State, Zip
(503) 753-8991 Phone Number	(503) 243-1934 Fax Number
carl.springer@dksassociates.com E-Mail Address	94-2583153 Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at <https://vancouver.procureware.com>.

MAY 12, 2021

Anna Vogel, Procurement Manager
 City of Vancouver
 415 W. 6th Street
 Vancouver, WA 98660



720 SW WASHINGTON ST, STE 500
 PORTLAND OR 97205
 503.243.3500

Subject: On-Call Transportation Planning RFQ #20-21 – Statement of Qualifications

Dear Ms. Vogel and Members of the Selection Committee:

We understand that the City of Vancouver is seeking resource support in the areas of transportation planning, analysis and design, and public outreach related to future transportation projects in coordination with the City's Long-Range Planning Group. We appreciate the opportunity to assist City staff with on-call transportation planning services and to serve as an extension of staff, meeting project-specific goals, and fulfilling short- and long-term community needs. To meet the City's on-call transportation planning needs, we have assembled a team of experts in the field of transportation planning, engineering, analysis and design, and public outreach.

Advantages of the DKS team to the City:

TRUSTED WORKING RELATIONSHIPS WITH CITY PLANNING AND ENGINEERING STAFF.

As demonstrated in our proposal, our team members have provided transportation planning and engineering services to the City on a wide variety of projects for both the Planning Group and Public Works. **Reah Flisakowski, PE**, will serve as the Contract Manager for this contract. Along with our design lead Steve Boice, DKS will bring value to the Long-Range Planning Group by providing important coordination through planning, analysis, and conceptual design phases of transportation projects.

IN-DEPTH KNOWLEDGE OF CITY TRANSPORTATION REQUIREMENTS AND PRACTICES.

Our team members bring a depth of experience providing transportation planning, design and public outreach services to the City and familiarity with applicable policies, standards, codes and procedures. This local knowledge will allow our team to deliver high quality and technically sound draft products with an efficient schedule and budget that exceed the City's expectations. Our transportation planners are professional engineers and have active Washington State registrations which will ensure concept designs meet standards and best practices.

EXPERTS IN MULTIMODAL PLANNING AND PUBLIC ENGAGEMENT. Our team brings a wide range of expertise to fulfill the requested transportation planning services. Our team will serve as an extension of staff to the Long Range Planning Group and provide all of the supplemental resources the City needs to support planning, analysis, design and public outreach for future transportation projects. Our team brings experience applying planning best practices to ensure future transportation investments are based on meaningful and equitable public outreach and apply innovative solution strategies.

We look forward to continuing our service to and relationships with the City of Vancouver. Please feel free to contact me with any questions regarding our qualifications and how we can assist you with your on-call transportation planning goals and needs.

Sincerely,

A handwritten signature in black ink that reads "Carl Springer".

Carl Springer, PE, PTP, Principal

Email: carl.springer@dksassociates.com | Phone: 503.753.8991 | Fax: 503.243.1934

2. FIRM PROFILE

A. COMPANY DESCRIPTION (PRIME CONSULTANT)

DKS has been in business for 42 years. Founded in 1979, DKS Associates provides specialized transportation and traffic planning, design, and engineering services to public agencies across the country. Firmwide, our staff includes 133 professionals with offices in Oakland, Sacramento, and Anaheim, CA; Portland (Headquarters) and Salem, OR; Seattle, WA; and Austin, TX.

Our professional staff members provide expert services in traffic analysis and planning, ITS planning and design, traffic signal system and communication design, traffic engineering design, traffic safety analysis, traffic signal operations, roundabout analysis and design, and preparing road safety audits. DKS has the technical expertise and knowledge to perform all the Transportation Planning services specifically mentioned in this RFQ.



DKS PRACTICE AREAS



TRANSPORTATION
ENGINEERING



SAFE MOBILITY



TRANSIT



SMART
MOBILITY



ACTIVE
TRANSPORTATION



TRANSPORTATION
PLANNING



TRANSPORTATION
TECHNOLOGY



FREIGHT

PLANNING / ANALYSIS

- Multimodal Concept Design
- Traffic Analysis
- Travel Demand Modeling
- Long Range Master Plans
- Public Engagement
- Visualization/Graphics

TRANSPORTATION DESIGN

- PLANS, SPECIFICATIONS,
AND ESTIMATES (PS&E):
- Traffic Signals
- Signing/Pavement Markings
- Roadway and Pathway Lighting
- Intelligent Transportation
Systems (ITS)
- Communications
- Temporary Traffic Control
- Computer Aided Drafting

OPERATIONS / TECHNOLOGY

- System Optimization
- Traffic Signal Timing
- Systems Engineering
- ITS
- Transportation Systems Management
and Operations (TSMO) Planning
- Technology Applications

B. RESOURCES AVAILABLE TO PERFORM THE SERVICES REQUIRED

A general organizational chart of the 74 employees of the DKS Portland and Salem offices is shown in Figure 1. DKS staff include different professional levels from principal and senior staff to engineering associates. This range of personnel ensures that staff members can be provided for any task. Our engineering and planning staff is supported by excellent administrative, technical, and graphic professionals.

DKS is proud of the longevity of our project managers and staff personnel. In the Portland and Salem offices we have approximately 19 staff members that have worked for DKS for over 10 years. Figure 2 provides a listing of assigned key staff and their longevity at DKS.

Through years of working with the City, DKS has acquired an extensive understanding of the City's unique land use patterns and transportation issues and needs. We are familiar with the City's development code and design standards and will ensure that transportation analysis and transportation facility designs abide by them.

Over the past 24 years, DKS has gained both the breadth and depth of knowledge needed to support City staff members in their efforts to achieve the City's goals to provide a transportation system that promotes livability and is safe, connected, accessible, functional, and reliable. DKS staff pride itself as being an extension of City staff. We understand our role is to assist the City with the engineering and design of the projects.



Figure 1: Type of DKS Staff

TEAM MEMBERS LONGEVITY & EXPERIENCE AT DKS		
TEAM MEMBERS/ROLE	YEARS AT DKS	OFFICE
Reah Flisakowski, PE Contract Manager	24	Portland
Steve Boice, PE, PTOE Senior Design Lead	15	Portland
Carl Springer, PE, PTP Principal-in-Charge	28	Portland
Nate Schroeder, PE, PTOE Senior Engineer	16	Portland
Randy Johnson, PE PTOE Senior Engineer	16	Portland
Pam O'Brien, PE, PTOE Signal Timing Engineer	26	Portland

Figure 2: DKS Team Members Chart

FIRM PROFILE ►

DKS Software Resources

DKS uses the latest industry standard tools and software to assist in traffic analysis, including Synchro, SimTraffic, Sidra (roundabouts), Vissim, Visum, Vistro, Highway Capacity Software, and ArcGIS. These advanced concept design and graphics tools allow us to deliver reliable travel demand forecasts, complete transportation system analysis, and study data to create graphical information to communicate to the public and decision makers. We use GoToMeeting for virtual meetings and have successfully conducted project meetings with this tool during COVID. DKS uses bluebeam to prepare design plan markups and bluebeam studio sessions to perform multi-discipline plan reviews live and simultaneously. For further information on the types of software DKS uses and how we meet the software requirements for the City of Vancouver, please review Figure 3 to the right.

FIGURE 3: SOFTWARE USED BY DKS

WORK TYPE	SOFTWARE
Travel Demand Modeling	EMME/2, Visum, Cube, TransCAD, Dynameq
Traffic Simulation	Synchro/SimTraffic, Vissim
Capacity Analysis	HCS, Vistro, Synchro, aaSIDRA
GIS	ESRI, ArcMap
Project Design	AutoCAD, MicroStation current editions (V8i), Civil3D, AGI, TORUS, GuideSIGN, AutoTURN, PowerDraft, Projectwise
Signal Timing	NWS Voyage, MaxTime, Trafficware, Wapiti, TransSuite, MaxView, ATMS.now
Project Management	Basecamp, Deltek, Evernote, Google Drive, MS Project
Portable Document Format	Adobe Acrobat, Bluebeam Revu (Standard & CAD)
Word Processing	Office 365
Spreadsheet	Office 365
Virtual Meetings	GoToMeeting
Graphics	Corel Draw, Visio, InDesign, Illustrator
Printing Capabilities	Drawing prints 22" x 34" #20 bond, As-built 22" x 34" mylar and vellum

C. BEST PRACTICES USED WHEN DESIGNING PROJECTS

Our extensive background with agency on-call design projects proves that DKS can manage and deliver any size task and team to address small and medium sized projects which sometimes require quick turn arounds. Most of our local agency on-call work is small and medium size projects. We have developed long-standing relationships with our team members and have learned how to best apply their skills to effectively meet project needs.

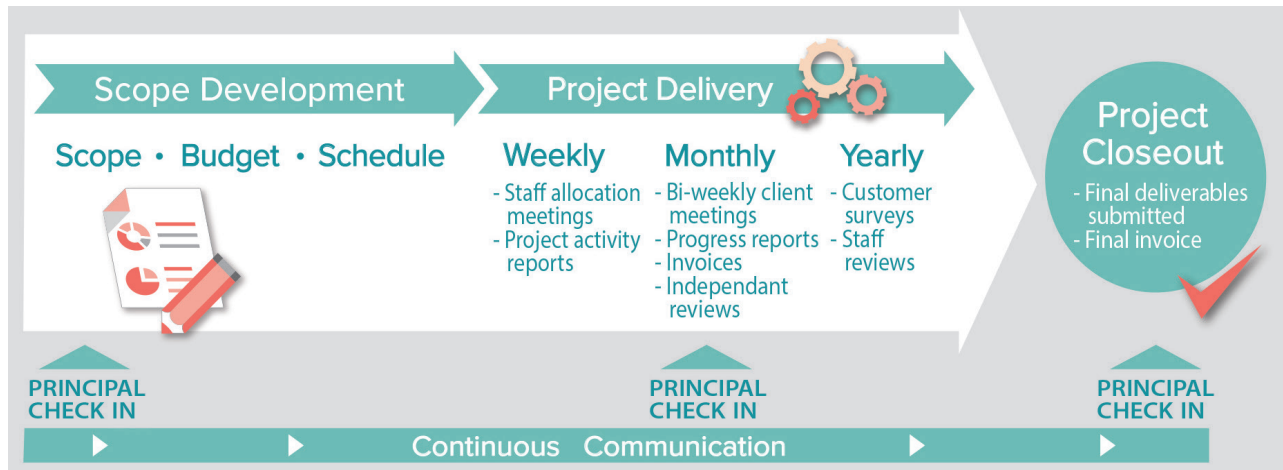
Our top priority is building expert teams with staff members who have worked together, know the City, and know how to deliver projects for the City. For each project, we will assemble a focused team based on this criteria to provide the needed areas of expertise in a seamless delivery of quality products.

DKS understands that a successful and efficient project delivery is achieved through:

- Establishing a clear view of the project needs
- Preparing a concise scope of services and schedule
- Identify and mitigate critical path items and risks
- Mobilizing the correct technical personnel for the task in an efficient manner
- Developing a decision-tracking and monitoring program that delineates methodology
- Maintaining flexibility to accommodate mid-stream project changes and schedule adjustments
- Maintaining good communication with our team and City staff throughout project delivery.
- Leverage prior experience and prepare design plans to City standards to minimize review time

Internal Procedures and Policies Related to QA/QC

Our internal procedure to manage tasks and control costs centers on daily, weekly, monthly, and yearly processes within the project delivery lifecycle. The figure below illustrates our management and control procedures, which are described in more detail below.



Continuous Communication: DKS creates a project management plan for each project that outlines our approach for communications, schedule, scope, and roles/responsibilities. Consistent and clear communication between the DKS team and the City of Vancouver is a priority. We use various communication tools, including common e-mail platforms, web-based project management tools such as Basecamp, phone, and teleconference platforms to hold multiple user conference calls. We will facilitate bi-weekly meetings with the City of Vancouver's project manager to track project status and resolve issues. Basecamp allows our team to collaborate on project deliverables, share information, and track discussions on project issues.

Weekly: The DKS team will meet weekly to review the current tasks and manage staffing needs. Depending on each task, Reah will allocate staff to meet deadlines and City of Vancouver's needs. DKS will also log project activity reports, so everyone on the team is aware of the current activities occurring throughout the project process.

Monthly: Every month, DKS will issue invoices, progress reports and conduct independent reviews regarding the deliverables, client communication, schedule, resource needs, and financial status of each project or work order.

Yearly: Through annual customer surveys, DKS will incorporate client feedback into our management practices. Refining our system ensures our services are always of high value and that projects are delivered within budget.

Lessons Learned: With a well-developed scope of work, regular client and team communication, and yearly surveys, DKS has created a management process that focuses on the needs of our clients. By following up with our clients throughout the project, we can look critically at where the DKS team can improve and learn from any challenges.

PROCEDURES TO MANAGE WORK QUALITY, COST, SCHEDULE, AND ISSUES

DKS project management procedures ensure our project managers have the tools necessary to manage scope, schedule, and budget and deliver high-quality products on time and within budget.

FIRM PROFILE ►

To manage scope, schedule, and budget, Reah will use our weekly reporting system that allows all of our key staff access to current information regarding the project budget and status. Reah will use Basecamp, our online project management tool, to share project deliverable dates, files, and all deliverables.

Cost Control: Our team commits to cost efficiency and maximizing value for the City of Vancouver. As the project manager, Reah will work diligently to maintain open, consistent, and responsive communications with the team and The City of Vancouver to reduce unnecessary out-of-scope work. Every month, DKS will conduct independent reviews of the project task, budget, and schedule.

Quality Assurance and Quality Control

Plan: DKS applies our QA/QC plan to all projects regardless of size. This plan defines the process used to develop and review documents and plans for our clients related to transportation planning and engineering. As the contract manager, Reah will be responsible for proactively planning and directing the work processes, services and deliverables through all project phases.

Our QC plan uses three primary components:

- **Independent reviews** – Conduct independent deliverable reviews by experienced engineers from each discipline
- **Review checklists** – Use checklists to review products internally for conformance to City of Vancouver's standards
- **Online issue tracking** – Use shared files in the cloud for decision tracking and responding to clients, which saves time and encourages collaboration

Schedule: Immediately after NTP, Reah will work with the City of Vancouver's project manager to verify scope, deliverables, and schedule. Our team will take the following steps to meet schedule deadlines.

- Work on tasks concurrently to expedite deliverables
- Organize virtual meetings and site visits with all needed team members
- Schedule weekly and bi-weekly check-in calls to keep the City informed of progress and verify schedule is on track
- Assign additional resources as needed to complete deliverables

D. SUBCONSULTANTS: DKS will utilize the following subconsultants on this contract. All of our subconsultants have relevant experience delivering similar projects throughout the region.

Firm Name	Address	Services
 Harper Houf Peterson Righellis Inc.	1220 Main Street, Suite 150 Vancouver, Washington 98660	Civil, Structural, ROW, Survey, Utility Coordination
 NELSON NYGAARD	621 SW Morrison St., Suite 1250 Portland, OR 97205	Transit, Street Design, Bicycle/Pedestrian Design
 MacKay Sposito	1325 SE Tech Center Drive, Suite 140 Vancouver, WA 98683	Civil, Environmental
 K E A R N S WEST	720 SW Washington Street, Suite 305 Portland, OR 97205	Public Outreach, Meeting Facilitation
 TRIANGLE	811 1st Avenue, Suite 255 Seattle, WA 98104	Equity Planning, Public Outreach, Meeting Facilitation

3. PROFESSIONAL QUALIFICATIONS & EXPERIENCE

A. PAST PROJECT PERFORMANCE WITH REFERENCES: The DKS team has extensive experience on projects similar to the scope and size of the projects anticipated through the City of Vancouver's Transportation Planning On-Call contract. The DKS team has performed numerous projects with the City of Vancouver, Clark County, Southwest Washington Regional Transportation Council and similar agencies. A selection of DKS team project experience is shown below and on the following pages.

DKS Projects	Transportation Street Design	Striping and Traffic Marking	Minor Signal and Lighting Design	Traffic Detection and Signal Modification	Project Scope/Budget Development	Computer Aided Drafting	Design of Biking, Walking, and Transit Facilities	Development of Public Outreach Materials	Implementation of Community Meetings, Open Houses	Meeting Facilitation	Project Evaluation
Vancouver Transportation System Plan Update, WA	●				●			●	●	●	●
Vancouver On-Call 2016- 2020, WA	●	●	●	●	●	●	●			●	●
Vancouver Traffic Signal Operations Support, WA				●	●					●	
Vancouver NE 18th St and NE 118th Ave Traffic Signal Design, WA		●	●	●	●					●	
Vancouver 42nd St James Signal Design, WA			●	●	●					●	
Vancouver Columbia & 13th Signal Design, WA			●	●	●					●	
Vancouver HAWK Sign/Signal Compliance Study, WA	●	●	●	●	●	●	●			●	●
Vancouver Mill Plain Complete Streets Analysis, WA	●				●		●	●		●	●
Vancouver Mill Plain Boulevard – 104th Ave to NE Chkalov Drive Improvements, WA	●	●	●	●	●	●	●	●	●	●	●
Lake Oswego Boones Ferry Road Streetscape Improvements, OR	●		●	●	●		●			●	●
Vancouver Evergreen Corridor Management, WA					●						●
Vancouver Fourth Plain BRT Planning/Design, WA	●	●	●	●	●	●	●	●	●	●	●
Spokane Grand Blvd Streetscape, WA	●				●		●	●	●	●	●
Walla Walla Alder Street, WA	●	●	●	●	●	●	●	●	●	●	●
City of Ridgefield On-Call, WA					●						●
Clark County On-Call, WA	●	●	●	●	●			●	●	●	
Springfield Main Street Project, OR	●				●		●	●	●	●	●
Central Point East Pine Street, OR	●				●		●	●	●	●	●
Salem Winter-Maple Bikeway Design, OR	●	●			●		●	●	●	●	●
Milwaukie Lake Road Corridor Plan, OR	●				●		●			●	●
Walla Walla Isaacs Avenue Corridor Study, WA	●				●		●	●	●	●	●
Walla Walla Poplar Street Corridor Study, WA	●				●		●	●	●	●	●

PROFESSIONAL QUALIFICATIONS & EXPERIENCE ►

Subconsultant's Project Experience	Transportation Street Design	Striping and Traffic Marking	Minor Signal and Lighting Design	Traffic Detection and Signal Modification	Project Scope/Budget Development	Computer Aided Drafting	Design of Biking, Walking, and Transit Facilities	Development of Public Outreach Materials	Implementation of Community Meetings, Open Houses	Meeting Facilitation	Project Evaluation
Portland NE Halsey St Pedestrian and Bicycle Plan and Design, OR (HHPR/DKS)	●	●	●	●	●	●	●		●	●	●
PBOT Brentwood/Darlington, OR (HHPR/DKS)	●	●	●	●	●	●	●	●	●	●	●
Vancouver McLoughlin Boulevard Complete Streets, WA (HHPR)	●	●	●	●	●	●	●	●	●	●	●
La Center NW Pacific Hwy and 4th Street Roundabout, WA (HHPR/DKS)	●	●			●	●	●	●	●	●	●
Honolulu Complete Streets Rehab and Planning, HI (Nelson Nygaard)	●	●			●	●	●	●	●	●	●
ACCC Transit Priority Street Design (Nelson Nygaard)	●	●				●	●		●	●	
Sacramento Stockton Boulevard Corridor Study, WA (Nelson Nygaard)	●	●				●	●	●	●	●	●
Santa Monica Complete Streets Network, CA (Nelson Nygaard)	●	●				●	●	●	●	●	●
SE 1st Street Improvements, WA (MacKay Sposito)	●				●	●	●	●	●	●	●
SW Eaton Blvd, WA (MacKay Sposito)	●	●			●	●	●	●	●	●	●
Interstate Replacement Program Restart (Kearns & West)					●			●	●	●	
City of Vancouver Community Task Force on Policing, WA (Kearns & West)					●			●	●	●	
Stronger Vancouver Community Engagement, WA (Kearns & West)					●			●	●	●	●
Lynnwood Community Transit (Triangle)					●			●	●	●	
Portland Harbor Community Engagement & Public Involvement (Triangle)					●			●	●	●	
City of Redmond Community Van and Community Ride ((Triangle)					●			●	●	●	
King County Metro's Renton, Kent, Auburn Rapid Ride I Line (Triangle)					●			●	●	●	
King County Metro's Tukwila Community Van Network and VIA to Transit (Triangle)					●			●	●	●	

PROFESSIONAL QUALIFICATIONS & EXPERIENCE ►

RELEVANT PROJECTS

VANCOUVER ON-CALL, WA

DKS has provided the City of Vancouver with traffic engineering services since 1997. Since then, DKS has worked under numerous on-call contracts and performed various services such as capacity analysis, turn-lane needs, traffic signal design, lighting design, traffic signal optimization, temporary traffic control, signing and striping design, and data collection. Completed on-call projects since 2016 included:

- Vancouver Columbia & 13th Signal Design
- Vancouver Mill Plain and Garrison Rd. Signal
- Vancouver Asset Mgmt Framework Pilot
- Vancouver NE 18th St and NE 118th Ave Traffic Signal Design
- Vancouver 42nd St James Signal Design
- Vancouver HAWK Sign and Signal Compliance Study
- Vancouver LED Luminaire Specification for Citywide Conversion
- Vancouver Traffic Signal Operations Support
- Vancouver Traffic Signal Controller Conversions

PROJECT DETAILS

Services Provided:	Signal improvement designs and other traffic engineering task orders
Dates:	2016 -2021
DKS Fee:	Range from \$25,000 - \$85,000
Key Staff:	Steve Boice, Pam O'Brien, Maggie Lin
Reference:	Chris Christofferson, Traffic Engineer P: (360) 696-8290 E: Chris.Christofferson@cityofvancouver.us



Vancouver HAWK Hybrid Beacon

VANCOUVER TRANSPORTATION SYSTEM PLAN UPDATE, WA

As a sub to Nelson Nygaard, DKS is currently assisting the City of Vancouver with its Transportation System Plan Update. The goal of the project is to provide safe and accessible travel options, which include better walking, bicycling, and connections to transit. The project focuses on improved freight and goods movement and identifying candidate neighborhood routes to convert to complete streets. The plan will also help local agencies get ready for emerging transportation technology, such as automated vehicles. DKS is assisting Nelson Nygaard with final deliverables which include an updated transportation functional classification street map, a prioritized list of motor vehicle roadway projects, and an updated freight network map with recommended plans and policies.

PROJECT DETAILS

Services Provided:	Transportation System Planning
Dates:	2019 - present
DKS Fee:	\$145,000
Key Staff:	Carl Springer
Reference:	Jennifer Campos, Transportation Planner P: (360) 487-7728 E: jennifer.campos@cityofvancouver.us

RELEVANT PROJECTS

**VANCOUVER MILL PLAIN BOULEVARD –
104TH AVE TO NE CHKALOV DRIVE
IMPROVEMENTS, WA**

This project extends the right turn lane on Mill Plain Boulevard to the I-205 Southbound entrance ramp, creates a new road connecting NE 104th Avenue with SE 2nd Street, and repaves and modifies medians along Mill Plain Boulevard from 104th Avenue to Chkalov Drive. DKS designed one new signal, one signal modification, street lighting along the new road and parts of Mill Plain that were impacted by widening, a new Rectangular Rapid Flashing Beacon, temporary traffic control, and signing and striping along the length of the project area. A full lighting analysis was performed using the AGI Lighting Design software such that light levels and uniformity ratios could be analyzed and be met using different LED luminaires as to not sole source to one company.

PROJECT DETAILS

Services Provided:	Traffic signals, communications, signing, striping, lighting design
Completed:	2017
DKS Fee:	\$201,798
Key Staff:	Steve Boice
Reference:	Chris Christofferson, Traffic Engineer P: 360.696.8290 E: Chris.Christofferson@cityofvancouver.us

**VANCOUVER FOURTH PLAIN BRT
PLANNING AND DESIGN, WA**

DKS provided traffic engineering analysis to support the C-Tran 4th Plain BRT alternatives analysis and final design including microsimulation of a range of BRT options such as exclusive lanes, queue jumps, and BRT in mixed traffic. DKS provided the traffic engineering analysis needed to complete the alternatives analysis and lead to the preferred alternative.

For the final design, DKS designed final plans, specifications, and estimates for traffic engineering and BRT station technology including traffic signal modifications, roadway lighting, signing and striping, pedestrian crossings, security video cameras, ticket vending machines, and traveler information signs. As part of the final design, DKS provided traffic engineering and microsimulation analysis to evaluate traffic control options at the Van Mall Transit Center, assess the benefits of queue jumps, and to determine the implementation strategies for transit signal priority operations. For the transportation technology components, DKS developed the system functional requirements and RFP criteria to procure the security cameras, ticket vending machines, and traveler information signs on the station platforms.

PROJECT DETAILS

Services Provided:	BRT planning/design
Completed:	2018
DKS Fee:	\$118,011 (planning); \$250,000 (design)
Key Staff:	Nate Schroeder
Reference:	Chuck Green, former BRT Project Manager P: (503) 287-6825 E: chuck.green@otak.com

RELEVANT PROJECTS

VANCOUVER EVERGREEN CORRIDOR MANAGEMENT, WA

DKS worked with City staff to identify multimodal and traffic calming strategies on Evergreen Highway. One of the first paved roads in Clark County, the highway was designed as a rural road with no sidewalks or bicycle facilities, its straight, flat features promote high vehicle speeds. DKS worked with the City to collect and analyze data showing where vehicle volumes and speeds are highest and how traffic from outside the area uses Evergreen as a cut-through route in the AM peak hour. The overall corridor strategy includes a separated pedestrian path, shared lane markings for biking, enhanced pedestrian crossings, and changes to posted speeds and traffic calming to support a safe multimodal environment.

PROJECT DETAILS

Services Provided:	Traffic Analysis/Calming
Completed:	2017
DKS Fee:	\$31,984
Key Staff:	Carl Springer
Reference:	Jennifer Campos, Principal Planner P: (360) 487-7728 E: jennifer.campos@cityofvancouver.us

SPOKANE GRAND BOULEVARD COMPLETE STREET PLAN, WA

DKS led a multi-discipline team to develop a concept plan for Grand Boulevard south of 29th Avenue. The plan focused on improving corridor safety for all users, encouraging walking and biking trips and creating an active mixed-use neighborhood center.

The analysis developed several design alternatives for the Grand Blvd/29th Avenue intersection to support the reconfiguration of Grand Blvd from five lanes to three lanes to provide space for the addition of wider sidewalks, landscaping, bike lanes, transit stop amenities, street lighting and gateway treatments. The planning process included robust community engagement with design alternative workshops and an online survey with over 400 responses. The final corridor plan included a funding strategy and clear action items for easy implementation.

PROJECT DETAILS

Services Provided:	Corridor Analysis and Planning
Completed:	2019
DKS Fee:	\$75,000
Key Staff:	Reah Flisakowski
Reference:	Inga Note, P.E. PTOE, Senior Traffic Planning Engineer City of Spokane P: (509) 625-6331 E: inote@spokanecity.org

RELEVANT PROJECTS

SOUTHWEST CORRIDOR TRAFFIC ANALYSIS AND DESIGN, OR

DKS has been the lead in supporting TriMet, Metro and other key stakeholder agencies in the traffic analysis of SW Corridor in Portland. DKS conducted a subarea analysis of over 90 study intersections and complex operations, which included a shared LRT-bus transitway, LRT rail junction, bicycle and pedestrian traffic signal phasing, transit signal priority, rail preemption, queue detection override systems, and reconfiguration of ramps to a major bridgehead. DKS also utilized VisWalk pedestrian simulation with Vissim to evaluate pedestrian crowd flow dynamics, pedestrian delay and interactions between pedestrians, bicycles, transit and motor vehicle. This work guided the development of station design and multi-modal facilities at intersections.

DKS provided detailed operations analysis and input to help refine the EIS design alternatives. DKS presented technical analysis to partner agencies at TAC meetings to gain project consensus. DKS also supported TriMet in developing a methodology to evaluate the roadway capacity implications of the SW Corridor light rail projects to not only Barbur Boulevard but to areas within five miles of the City of Tigard consistent with their City's Charter. DKS has provided input into the conceptual design and operation of a Transitway along Barbur Boulevard.

PROJECT DETAILS

Services Provided: Traffic analysis, Traffic Design, Modeling

Completed: 2011 - Ongoing

DKS Fee: Over \$5 Million

Key Staff: Randy Johnson

Reference: Jeb Doran, Senior Project Manager, TriMet
P: (503) 962-2141
E: DoranJ@trimet.org

WALLA WALLA ALDER STREET, WA

The City of Walla Walla received Highway Safety Improvement funds to construct safety improvements on Alder Street in downtown Walla Walla. Working for the City, DKS conducted a transportation and safety analysis to determine the preferred alternatives. Three alternatives were considered that evaluated modifying the existing four-lane section to a two-lane, three-lane or hybrid two-thirds-lane alternative.

The Highway Safety Manual predictive method was used to determine the crash modification factors expected with the proposed alternatives. DKS worked with the City to evaluate the alternatives based on trade-offs between safety, mobility, parking and freight access. DKS presented the findings to the Walla Walla City Council and an alternative was selected. DKS is currently designing the safety improvements that include curb extensions, traffic signals with mast arms, pedestrian countdown timers, and alignment modifications at the Colville intersection.

PROJECT DETAILS

Services Provided: Safety analysis, traffic signal/crosswalk design

Completed: 2017

DKS Fee: \$10,000

Key Staff: Scott Mansur

Reference: Ki Bealey, PE, Public Works Director
P: 509.527.4463
E: kbealey@wallawallawa.gov

B. SUBCONSULTANT EXPERIENCE



**Harper
Houf Peterson
Righellis Inc.**

Experience: Since 2008, HHPR has been providing On-Call Engineering and Construction Services for the City of Vancouver transportation projects, storm drainage projects, and construction projects including the 2013 City-wide Resurfacing Projects. HHPR has been able to develop long-term relationships with local jurisdictions including City of Vancouver (77 projects), Clark County (40 projects), Clark Public Utilities (209 projects), City of Woodland (16 projects), City of Camas (16 projects) and others.

Key Staff Name, Title	Project Duties	Years Experience
Chuck Harper, PE, Principal	Quality Assurance	42
Bruce Haunreiter, PE, Principal	Project Managing Engineer	22
Kelly Bachelder Johnson, PE, Civil Engineer	Project Engineer	18
Reed Beauduy, Land Surveyor	Survey Lead, ROW	10



Experience: Nelson Nygaard has extensive experience in not just the design of complete streets but navigating the challenging conversations that occur when faced with many demands and limited street space. They provide innovative approaches – such as time-based strategies, compelling tradeoff infographics, or circulation changes – to make a project reality. Nelson Nygaard is currently leading the City of Vancouver's Transportation System Plan.

Key Staff Name, Title	Project Duties	Years Experience
Thomas Brennan, Principal	QA/QC Manager	20
Stephanie Wright, Principal	Planning and Project Management	15
Adrianna Stanley, PE, Senior Associate Engineer	Geometric Design	10
Dru Van Hengel, Principal	Safety; Active Transportation	25
Michael Riebe, PE, Principal	Traffic Operations	10

B. SUBCONSULTANT EXPERIENCE (CONTINUED)

MacKay Sposito

Experience: Founded in 1974, MacKay Sposito is a thriving local firm proudly headquartered in Vancouver, WA. MacKay is well prepared with key personnel who are informed by previous experience with the City of Vancouver and other local municipalities. They bring robust expertise in complete street experience and design and environmental permitting. Additionally, MacKay team has experience with a variety of federally funded projects and processes for local agencies. MacKay is familiar with WSDOT's Local Agency Guidelines (LAG) and design manuals and have experience and relationships with WSDOT staff, which will help successfully pass project auditing and protect funding.

Key Staff Name, Title	Project Duties	Years Experience
Mahsa Eshghi, PE, Civil Engineer	Civil Design Lead	15
Kristen Currens, PWS, Wetland Scientist & Permit specialist	Environmental Lead	20

K E A R N S W E S T

Experience: Kearns & West (KW) offers local expertise and over 35 years of experience facilitating stakeholder involvement and multi-party processes on a range of local, regional, and statewide issues. Their high-stakes projects cover a variety of sectors including transportation, community and regional planning, land use and natural resources, energy, and water and marine resources, among others. Recent projects include the Washington State Department of Transportation and Oregon State Department of Transportation Interstate Replacement Program, the City of Vancouver and Vancouver Police Department Community Task Force on Policing, and the City of Vancouver Stronger Vancouver Community Engagement.

Key Staff Name, Title	Project Duties	Years Experience
Sylvia Ciborowski, Vice President	Senior Facilitator	12
Jamie Damon, Senior Director	Senior Mediator	35
Kirsten Hauge, Director	Mediation Manager	16+



Experience: Since 1979, Triangle Associates (Triangle) has successfully brought together community members with their local, state, federal, and tribal governments to collaborate/convene on natural resource and built environment issues. Triangle coordinates and facilitates community/public in-person and online meetings ranging in size and format to ensure members of the public can participate in focused conversations. The Triangle team has a proven track record of creating opportunities for diverse communities to participate in city government processes in which members would otherwise be missed by traditional outreach methods.

Key Staff Name, Title	Project Duties	Years Experience
Mishu Pham-Whipple, PI Director	Public Outreach Lead	10+
Annie Kilburg Smith, PI Director	Public Outreach Support	7+
Sophie Glass, PI Associate	Public Outreach Support	5+

4. FIRM AND TEAM EXPERIENCE AND EXPERTISE

A. DKS TEAM PERSONNEL AND RESUMES

The organizational chart below shows key team members within each service area. A summary of key team member expertise by the areas identified in the RFQ is provided in the Table on the following page. The table includes expertise of services of the DKS team.

DKS has assigned Reah Flisakowski to oversee this on-call contract. Reah has a long successful history of managing similar projects, and she will serve as the overall manager for all tasks orders. Carl Springer will serve as the Quality Manager for the overall contract and will follow up with the City to make sure our work products are meeting or exceeding the City's expectations. As demonstrated by our organizational chart we have assigned one or more key staff for each service area. The staff were selected based on their level of technical expertise, knowledge of the City of Vancouver, Clark County, and WSDOT standards and successful history of leading these specific tasks. For more information about our key staff, please review our staff responsibilities and experience chart on the following pages, along with Reah's resume at the end of the proposal.



DKS

Key Staff Name, Title	Project Role	Years Experience	Availability
Reah Flisakowski, PE, Contract Manager	Project Planning Lead	24	45%
Steve Boice, PE, PTOE, Senior Design Lead	Task Order Management	15	50%
Carl Springer, PE, PTP, Principal-in-Charge	Strategic Oversight, QA/QC Manager	28	40%
Nate Schroeder, PE, PTOE, Senior Engineer	Traffic Engineering Lead	16	40%
Randy Johnson, PE PTOE, Senior Engineer	Traffic Analysis Lead	16	45%
Pam O'Brien, PE, PTOE, Senior ITS/Signal Timing Engineer	Traffic Signal Operations Lead	26	45%
Maggie Lin, PhD, PE, PTOE, Transportation Engineer	Traffic Signal Operations	7	45%
Justin Sheets, PE, Transportation Engineer	Traffic Design Manager	14	45%
Melissa Abadie, Visual Communication Manager	Public Outreach Materials Development Lead	23	40%
Dayana Tavares de Oliveira, EIT, Transportation Engineering Associate	Project Associate	2	50%
Matt Egeler, Transportation Engineering Associate	Project Associate	3	50%



Key Staff Experience Matrix											
Key Staff	Transportation Street Design	Striping and Traffic Marking	Minor Signal and Lighting Design	Traffic Detection and Signal Modification	Project Scope/Budget Development	Computer Aided Drafting	Design of Biking, Walking, and Transit Facilities	Development of Public Outreach Materials	Implementation of Community Meetings, Open Houses	Meeting Facilitation	Project Evaluation
Reah Flisakowski, PE, Contract Manager	●				●		●	●	●	●	●
Steve Boice, PE, PTOE, Senior Design Lead	●	●	●	●	●	●	●	●	●	●	●
Carl Springer, PE, PTP, Principal-in-Charge	●				●		●	●	●	●	●
Nate Schroeder, PE, PTOE, Senior Engineer	●	●	●	●	●	●	●	●		●	●
Randy Johnson, PE PTOE, Senior Engineer					●		●	●	●		●
Pam O'Brien, PE, Senior ITS/Signal Timing Engineer			●	●	●					●	●
Maggie Lin, PhD, PE, PTOE			●	●	●					●	●
Justin Sheets, PE	●	●	●	●	●	●	●			●	●
Melissa Abadie, Visual Communication Manager								●			
Dayana Tavares de Oliveira, EIT, Transportation Engineering Associate	●	●	●	●	●	●	●			●	●
Matt Egeler, Transportation Engineering Associate	●	●	●	●	●	●	●			●	●
Kelly Bachelder Johnson, PE (HHPR)	●	●	●	●	●	●	●	●	●	●	●
Chuck Harper, PE (HHPR)	●	●	●	●	●	●	●	●	●	●	●
Thomas Brennan (Nelson\Nygaard)	●				●		●	●	●	●	●
Stephanie Wright (Nelson\Nygaard)	●				●		●	●	●	●	●
Adrianna Stanley, PE (Nelson\Nygaard)	●	●			●	●	●	●	●	●	●
Drusilla Van Hengel (Nelson\Nygaard)	●	●			●		●	●	●	●	●
Michael Riebe, PE (Nelson\Nygaard)	●	●	●	●	●	●	●				
Mahsa Eshghi, PE (MacKay Sposito)	●	●			●	●	●	●	●	●	●
Kristen Currens, PWS (MacKay Sposito)	●	●			●			●		●	●
Sylvia Ciborowski (Kearns & West)					●			●	●	●	
Jamie Damon (Kearns & West)					●			●	●	●	
Kirsten Hauge (Kearns & West)					●			●	●	●	
Annie Kilburg Smith (Triangle)					●			●	●	●	
Mishu Pham-Whipple (Triangle)					●			●	●	●	

5. REFERENCES

The strongest indication of our commitment to high-quality traffic engineering services is proven by the number of repeat clients, such as the City of Vancouver that DKS has worked for in the region. The list below includes individuals who DKS has worked with in the last three years on similar projects. These individuals can will attest to our high-quality on-call transportation planning services and our ability to establish and maintain functional and productive working relationships.

Client Reference Information

Contact: Rob Klug, Project Manager, Clark County

Address: 1300 Franklin Street, 4th Floor Vancouver, WA 98660

Phone: (360) 397-6118

Email: rob.klug@clark.wa.gov

Contact: Scott Sawyer, Capital Project Manager, Clark County

Address: 1300 Franklin Street, 4th Floor Vancouver, WA 98660

Phone: (564) 397-4364

Email: scottt.sawyer@clark.wa.gov

Contact: Chris Christofferson, Traffic Engineer, City of Vancouver

Address: 4400 NE 77th Avenue, Vancouver, WA 98662

Phone: (360) 696-8290

Email: Chris.Christofferson@cityofvancouver.us



REAH FLISAKOWSKI, PE CONTRACT MANAGER

Reah has provided transportation planning and engineering services to public agencies throughout the Pacific Northwest. Reah has experience in multimodal transportation system planning, capacity and operations analysis, corridor streetscape conceptual design, pedestrian and cycling master plans, neighborhood traffic calming, corridor safety assessments, and funding strategies for public agencies. Reah's work focuses on improvements to enhance a community's livability and balance the needs of all roadway users. As a senior project manager, she has presented complex transportation issues and findings to the public through community open houses, citizen advisory meetings, and planning commission/city council hearings.

Registration: Washington
Professional Civil Engineer
No. 53442 | Oregon
Professional Civil Engineer
No. 65697

Education: BS, Civil
Engineering, Washington
State University

Years of experience: 24

Unique Qualifications:

- Experience with multimodal corridor analysis and conceptual design
- Ability to clearly present complex analysis findings and recommendations to stakeholders

Client Feedback:

"Reah always does excellent work and is very responsive to our needs/wants as a client of DKS. We appreciate her knowledge, expertise and customer service."

- Michael Walter, City of Happy Valley

Spokane Grand Boulevard Complete Street Plan, WA. Reah led a multi-discipline team to develop a concept plan for Grand Boulevard through a historic south hill neighborhood. The plan focused on improving corridor safety for all users, encouraging walking and biking trips and creating an active mixed-use neighborhood center. Reah evaluated the operations of several design alternatives for the Grand Blvd/29th Avenue intersection to support the reconfiguration of Grand Blvd from five lanes to three lanes to provide space for the addition of wider sidewalks, landscaping, bike lanes, transit stop amenities, street lighting and gateway treatments. The planning process included robust community engagement with design alternative workshops and an online survey with over 400 responses. The final corridor plan included a funding strategy and clear action items for easy implementation.

Hood River Cascade Avenue Design Refinement, OR. Reah is currently leading the design refinement of Cascade Avenue (Historic Columbia River Highway) to support both local and state agency objectives to create an active and safe multimodal corridor. Cascade Avenue will provide an on-road segment of the future Columbia Gorge Regional Trail system and needs to accommodate significant cyclist demand. Reah developed various design concepts using the ODOT Blueprint for Urban Design for guidance. Cross-section elements considered buffered bike lanes, one-way cycle track, multimodal pathways, enhanced/protected crossings, and raised medians.

Astoria Uniontown Corridor Plan, OR. Reah served as the DKS project manager for this multimodal corridor study of Marine Drive (US 101) in the Uniontown neighborhood of Astoria, Oregon. Reah led the transportation analysis focused on presented meaningful results to clearly show stakeholders the realistic tradeoffs to reducing lanes on the highway to support new mixed-use zoning and adding bike lanes and enhanced pedestrian crossings. This included expanding the performance measures to include vehicle travel times which are easier for stakeholders to interpret than traditional intersection operations.

Spokane Division Street Gateway Project and Main Street Redesign, WA. Reah conducted a transportation analysis of several urban corridor concepts along the couplets of Division/Browne and Division/Ruby through downtown Spokane. The regional travel demand model was used to forecast 2035 traffic volumes and test potential changes in travel patterns. A Synchro model of the corridor was developed to evaluate future concepts with improved facilities for pedestrians and bicycles. Reah oversaw the redesign of Main Avenue to two-way traffic flow to create a low-speed pedestrian street with center angle parking and an enhanced mid-block crossing.

Forest Grove TV Highway Multimodal Safety Plan, OR. Reah served as the DKS project manager for this multimodal safety plan focused on a dangerous 5-lane segment of TV Highway. Reah and her team conducted a detailed safety analysis of the corridor to identify meaningful improvements for all users. Preferred improvements included access management measures, enhanced pedestrian crossings coordinated with transit stops, designated bike facilities, roadway lighting, and updated signal timing for pedestrians. Reah worked with the team to develop design concepts for several crossings with RRFBs (rectangular rapid flashing beacon), new traffic signal timings with advanced pedestrian crossing phases and a lowered posted speed limit.

Milwaukie Lake Road Corridor Plan, OR. Reah led this high-level corridor study to determine the future facility cross-section and travel lane needs to support the City's design project. The plan evaluated the corridor safety data, existing and future traffic volumes, turn lane warrants, pedestrian and bicycling demand, and transit service needs. The Plan provided recommendations for adding separate turn lanes at key intersections and a center turn lane to maintain the character of the street while improving mobility and safety along the corridor.

Milwaukie Johnson Creek Pedestrian Study, OR. Reah led the evaluation of crossing options on Johnson Creek Blvd to improve safety along the site frontage. The analysis considered various crossing treatments for employees based on vehicle volumes, speed, pedestrian crossing demand, historic crash data and the nearby traffic signal and driveways. Reah recommended installing an enhanced crossing with RRFBs (rectangular rapid flashing beacon) and a fence along the site frontage to manage pedestrian behavior. Reah coordinated the improvements with future City plans to modify the nearby traffic signal and widen Johnson Creek Boulevard to three lanes which will allow for the crossing to be upgraded with a center median refuge.

Spokane 29th Avenue Corridor Study, WA. Reah led a multimodal transportation study for the busy 29th Avenue corridor in the South Hill neighborhood. Reah evaluated multi-modal safety and operations along 29th Avenue, reviewed the connectivity of surrounding streets, and evaluated pedestrian and bicycle crossing needs on 29th Avenue. A detailed pedestrian crossing analysis was conducted at several key locations on the corridor to determine appropriate enhanced crossing treatments. The study included a community survey to obtain input on existing needs for walking trips and preferred treatments.

West Main Street Improvement Project, Kelso, WA. Reah served as the lead transportation engineer on a corridor project aimed to improve future traffic operations, local street circulation and provide an opportunity for urban renewal. She used the CWCOC travel demand model as the basis for the future forecasts. Her analysis resulted in a preferred alternative with roadway improvement recommendations that included intersection control and geometry, turn lane storage lengths, access management elements, local roadway circulation, pedestrian and bicycle facilities, and on-street parking.

SECTION 3: REQUIRED FORMS

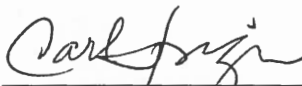
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Carl Springer, PE, PTP, hereby certify on behalf of
DKS Associates, Inc. that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 12 day of May, 2021.



Authorized Official

Carl Springer, PE PTP

Typewritten Name

Principal

Title of Authorized Official

NONCOLLUSION AFFIDAVIT

STATE OF Oregon)

ss.

COUNTY OF Multnomah)

Carl Springer, being first fully sworn, on oath says that () he certifies that the bid above submitted is a genuine and not a sham or collusion bid, nor made in the interest or on behalf of any person not therein named; and () he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from proposing; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

Carl Springer

Authorized Official

Carl Springer, PE, PTP

Typewritten Name

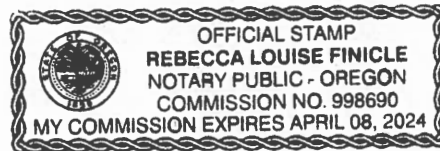
Principal

Title of Authorized Official

Subscribed and sworn to before me this 12th day of May, 2021.

RF

Notary Signature



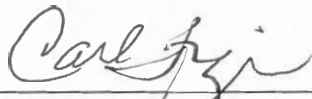
Notary Public in and for the State of Oregon, residing in Multnomah County

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

DKS Associates, Inc., certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this bid.

The bidder certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.



Authorized Official

Carl Springer, PE, PTP

Typewritten Name

Principal

Title of Authorized Official

May 12, 2021

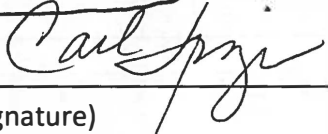
Date

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) DKS Associates, Inc. has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant (circle one)


(Signature)

May 12, 2021
(Date)

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Harper Houf Peterson Righellis Inc. has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant (circle one)

 Bruce Haunreiter, PE
(Signature)

May 7th 2021
(Date)

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Nelson\Nygaard Consulting Associates, Inc. has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant (circle one)

Jennifer Wieland Jennifer Wieland, Managing Director
(Signature)

5/4/2021
(Date)

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Mackay Sposito has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant (circle one)


72D0222E2301457...
(Signature)

5/7/2021
(Date)

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Kearns & West has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant (circle one)



(Signature)

5/10/21

(Date)

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Triangle Associates, Inc. has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant sub-consultant (circle one)

Betsy Daniels
(Signature)

May 12, 2021
(Date)

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

GENERAL INFORMATION FORM RFQ# 20-21 ON-CALL TRANSPORTATION PLANNING

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your entity. **To be considered for this project, the submittals must be completed in accordance with this RFQ and this RFQ cover sheet must be attached.**

Failure to submit this form may result in your proposal being deemed non-responsive.

<u>Kendra Breiland</u>	<u>5/12/2021</u>
Authorized Official (Signature)	Date
<u>Kendra Breiland, AICP</u>	<u>Principal</u>
Print Name of Authorized Official	Title of Authorized Official
<u>Fehr & Peers</u>	<u>Kendra Breiland</u>
Company Name	Contact Person
<u>921 SW Washington St, Suite 700</u>	<u>Portland, OR 97205</u>
Address	City, State, Zip
<u>206-576-4223</u>	<u>503-296-2746</u>
Phone Number	Fax Number
<u>k.breiland@fehrandpeers.com</u>	<u>68-0065540</u>
E-Mail Address	Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at <https://vancouver.procureware.com>.



Required Forms

SECTION 3: REQUIRED FORMS

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, Kendra Breiland, hereby certify on behalf of
Fehr & Peers that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 12 day of May, 2021.

Kendra Breiland

Authorized Official

Kendra Breiland

Typewritten Name

Principal

Title of Authorized Official

NONCOLLUSION AFFIDAVIT

STATE OF Washington)

ss.

COUNTY OF King)

Kendra L Breiland being first fully sworn, on oath says that (s) he certifies that the bid above submitted is a genuine and not a sham or collusion bid, nor made in the interest or on behalf of any person not therein named; and () he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from proposing; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.



Authorized Official

Kendra Breiland

Typewritten Name

Principal

Title of Authorized Official

Subscribed and sworn to before me this 10th day of May, 2021.



Notary Signature

Notary Public in and for the State of Washington, residing in Kirkland, WA.



CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

Fehr & Peers, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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Kendra Breiland

Authorized Official

Kendra Breiland

Typewritten Name

Principal

Title of Authorized Official

5/12/2021

Date

**AUDITED INDIRECT COST
RATE APPROVAL**

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I'm an authorized signatory for the firm stated above and am at least 18 years of age.

☒ Prime consultant ☐ sub-consultant (circle one)

Kendra Breiland

(Signature)

5/12/2021

(Date)

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Enviro Issues has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/~~sub-consultant~~ (circle one)

Eym H. Felch
(Signature)

May 3, 2021
(Date)

**AUDITED INDIRECT COST
RATE APPROVAL**

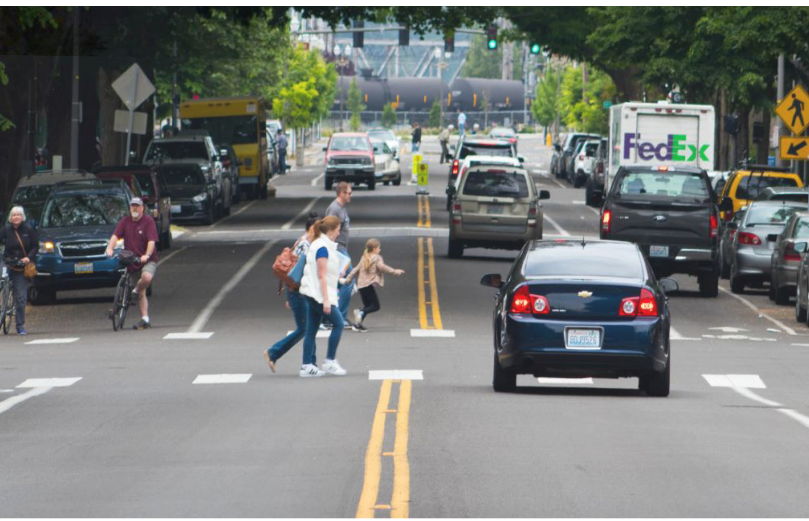
I certify that (name of firm) Mackay Sposito has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant (circle one)


72D0222E2301457...
(Signature)

5/7/2021
(Date)



FEHR & PEERS

STATEMENT OF QUALIFICATIONS

City of Vancouver On-Call Transportation Planning

MAY 12, 2021 | RFQ 20-21

May 12, 2021

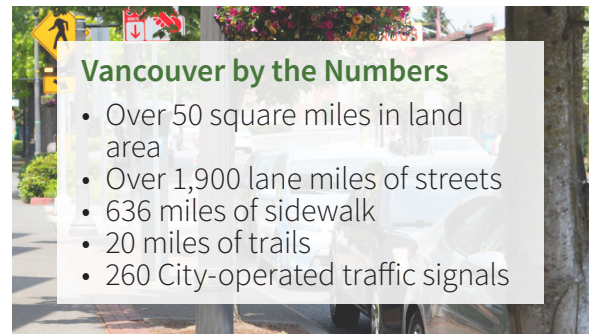
Anna Vogel
Procurement Manager
City of Vancouver
415 W. 6th Street
Vancouver, WA 98660

Re: Statement of Qualifications for RFQ 20-21 – On-Call Transportation Planning

Dear Ms. Vogel,

On behalf of Fehr & Peers, we are pleased to submit our Statement of Qualifications to provide On-Call Transportation Planning Services for the City of Vancouver.

We are passionate about Vancouver. As a big city with ambitious goals, Vancouver is an especially dynamic place to provide on-call services. The City has recently enacted policies and priorities that place combating climate change, leading with equity, accessible public process, and multimodal safety at the forefront of the planning process. We too share these goals and are excited about the opportunity to partner with you to make these goals a reality in Vancouver.



Planning for a transportation system that advances the City's priorities and reflects the full spectrum of community voices requires sophisticated expertise to effectively provide the transportation planning, traffic engineering, and public outreach support requested in this on-call. As one of the largest firms in the country specializing exclusively in transportation planning and engineering services, Fehr & Peers is up to the task. From our on-call work with numerous agencies (over 30 in the Pacific Northwest alone), we have the knowledge and expertise to effectively partner with City staff to navigate your transportation challenges.

Maintaining our singular focus on transportation enables us to provide the right combination of leading-edge technical skills, high-quality work, and superior service. We emphasize the development of creative, cost-effective, and results-oriented solutions to planning and design challenges associated with all modes of transportation. We bring a mix of creativity, pragmatism, and flexibility to multimodal planning and design, safety studies, signing and striping plans, traffic signal design, illumination plans, and traffic operations analysis. To ensure we can provide Vancouver the most comprehensive service on any task order, we have included MacKay Sposito to deepen our engineering design capabilities and EnviroIssues to enhance our outreach breadth and depth.

We look forward to working with the City of Vancouver on future transportation projects. Please feel free to contact us at 503-416-7287 or k.hall@fehrandpeers.com.

Sincerely,

Kara Hall, PE
Senior Transportation Engineer

Kendra Breiland, AICP
Principal



Firm Profile

About Fehr & Peers

Established in 1985, Fehr & Peers has over 35 years of experience partnering with communities to shape local transportation futures. Our core services include multimodal transportation planning, transit planning, transportation engineering design, travel modeling and forecasting, transportation demand management, safety analysis, bicycle and pedestrian planning, freight and goods movement, emerging transportation technologies, sustainable transportation, and transportation equity. Fehr & Peers has over 300 staff companywide, including 30 planners and engineers in our three Pacific Northwest offices (Seattle, Tacoma, and Portland). Our on-call experience in Washington State spans across more than 30 agencies, including rapidly urbanizing cities like Auburn, Bothell, Kenmore, Kent, Kirkland, Shoreline, Tukwila, and Tacoma. We have completed on-call task orders of all sizes, from signal upgrades to quick traffic analysis peer reviews to complete street corridor designs and multimodal impact fee program developments.

Resources

As shown in the team organizational chart on the following page, we have assembled an expert team of planners, engineers, and public outreach specialists from Fehr & Peers, EnviroIssues, and MacKay Sposito to meet the needs of this on-call.

Under the direction of **Kara Hall**, a licensed engineer who will serve as Project Manager with significant support from **Kendra Breiland** as Principal-in-Charge, Fehr & Peers will lead most task orders but will engage EnviroIssues on more extensive public outreach tasks and Mackay Sposito on more design-oriented tasks such as PS&E preparation and cost estimating. As Project Manager, Kara will work closely with the City to understand the requirements of each task to ensure the right team members are engaged on each task.

In addition to the team leads shown, Fehr & Peers has over 30 staff across its three Pacific Northwest offices, including WA-registered professional engineers, certified planners, visual communications specialists, GIS technicians, and administrative support who are available to provide services requested by the City in a timely and effective manner. Our team is also bolstered by a strong public outreach bench at EnviroIssues and the talents of over 60 staff in MacKay Sposito's Vancouver office.

Fehr & Peers at a Glance

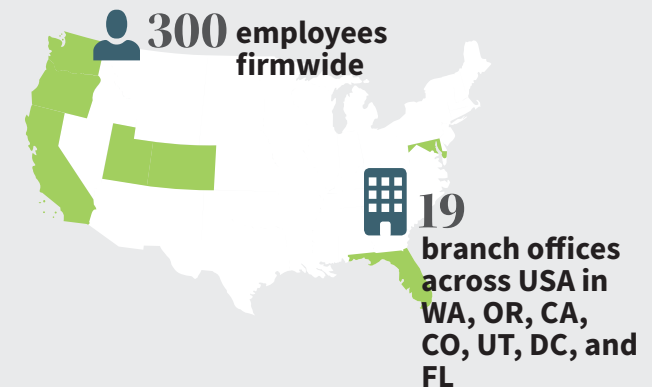
Established

1985

35 years in business; has operated in the Pacific Northwest since 1998 with three local offices (Portland, Seattle, and Tacoma)



Size



Professional Focus

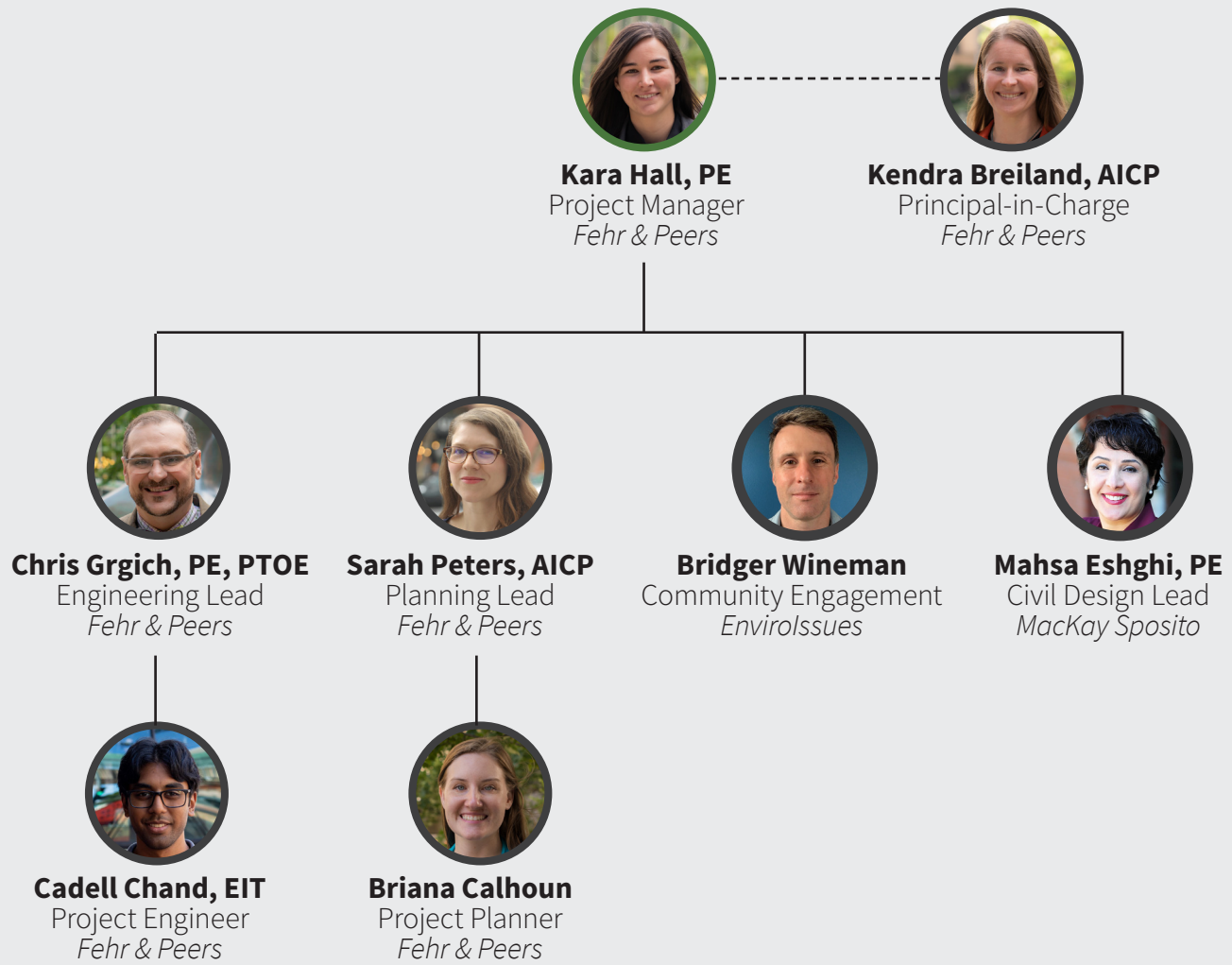
We specialize in a range of transportation areas, most notably:

 **Land Use and Multimodal Transportation Planning**

 **Travel Demand Modeling and Forecasting**

 **Traffic Operations, Traffic Engineering Design, and ITS**

Team Organizational Chart



Best Practices for Designing Projects

Fehr & Peers has a long history of providing on-call planning services to a wide range of public agencies throughout the Pacific Northwest. Through our experience, we have developed best practices that ensure quality project execution from the initiation of a task order through delivery of final work products because we know that good project management and high-quality products go hand in hand.

The Lifecycle of a Task Order

Task Order Scoping & Initiation

Task Identified

We know that understanding the community, transportation system, and City resources is how we can be prepared to respond quickly as needs arrive. To achieve this, we frequently check-in with on-call clients so that we understand current and future needs. Following identification of a need, we will begin developing the scope of work for a task order.

Scope Development

As we develop the scope for each task order we will work closely with City staff to understand the goals, priorities, and timeline for the task. This allows us to develop the right team for the task and ensure that the necessary resources are available to complete the task on the desired timeline.

Schedule and Budget

Our priority is exceeding the City's expectations for each task while adhering to the expectations defined for scope, schedule, and budget. To achieve this, we will keep the City's project manager apprised of the project status and any issues that may impact delivery through regular communication. At the onset of the project, Kara will work with the City to develop a project timeline that includes key deliverables, critical path tasks, QA/QC check points, required review times, and other time-sensitive events that are anticipated. This timeline will be used to monitor progress over the course of the task order and ensure that the City is notified promptly if we anticipate changes in the overall timeline for completion.

Communication

Communication begins with the initiation of a task order and will be established as we work with the City to develop the scope, schedule, and budget. From there, we will develop a right-sized communication plan for each specific task order. Typically, this will include bi-weekly check-ins with key members of the project team which serve as an opportunity to provide project updates, discuss issues, work completed, and upcoming tasks.

Task Order Kick Off

Prior to beginning work on a task order, a kick-off meeting with all team members and City staff will be held. This meeting is an opportunity to ensure that everyone has a clear understanding of the scope, timeline, and key deliverables. Following the kick-off meeting, work begins and our focus shifts to the delivery of quality work products.

Design Approach During Project Execution

Our approach to project design. We are agile and flexible to the needs of our clients, adding value by providing sound engineering advice and guidance to help our clients and stakeholders make informed decisions that result in successful, effective solutions.

Engineering services through the life of the project. From the early planning stages of a project, to the development of design plans, and through the final implementation in the field, our experts know how to tackle the challenges of the most simple or the most complex project from start to finish.

A comprehensive approach. We integrate our engineering, design, and constructability expertise into our transportation planning and traffic operations work to provide clients with the ideal combination of innovative, yet practical solutions that address the needs of all travel modes. This inclusive approach to transportation engineering is beneficial for clients looking to make cost-effective decisions and develop practical, biddable projects with minimal questions at the time of construction.

Specialized engineering and design experience. Our nationwide staff of experts have a strong grasp of traffic engineering fundamentals, supplemented with specialized communication, electrical, and ITS design capabilities, and complete streets planning and design expertise. Access to these more specialized skills allows us to assist communities with more robust multidisciplinary projects.

Transportation facilities for users of all ages and abilities. We have extensive experience designing innovative bikeways and safety focused pedestrian facilities, working with communities to implement quick-build mobility improvements for rapid, cost-effective implementation, while at the same time developing grant applications to fund longer-term infrastructure changes.

QA/QC During Project Execution

Our approach to QA/QC. Effective QA/QC is one of the most critical steps in task order delivery to ensure products are of the highest quality and exceed City expectations. Following initiation of a task order, we will define a QA/QC plan, which is built into the project's budget and delivery schedule.

We identify and track risk. Over the life of the task order we will identify and track risks that may occur to scope, schedule, and budget. This includes understanding the level of risk, who is responsible, and how it can be mitigated or eliminated.

We track requirements. We will define all requirements for deliverables based on the technical analysis required to complete the task order at the start of the project and then track adherence to those requirements throughout the life of the task order

We have a well-defined process for quality control. The process for review of draft and final projects will be defined early in the process, including key reviewers and timeline for specific reviews.

Task Completion

Task completion. Following submittal of final deliverables, a final meeting is held to confirm that City staff have a solid understanding of all deliverables. This is an opportunity to answer any final questions from staff and ensure that the objective of the task order has been met.

Subconsultants

To meet the needs of this on-call, we have included EnviroIssues and MacKay Sposito as subconsultants on our team. We will include EnviroIssues on more extensive public outreach tasks and MacKay Sposito on more design-oriented tasks such as PS&E preparation and cost estimating. We will work closely with key staff from each subconsultant to ensure that they are fully engaged in the project process and utilized as best suits both their abilities and the scope of work.



For over 30 years, EnviroIssues has brought people together to tackle complex transportation issues. A clear industry leader, EnviroIssues designs and implements public participation and communications activities that help amplify voices and build trust. From bus rapid transit and light rail planning, to bicycle and pedestrian improvements, EnviroIssues skillfully navigates difficult transportation issues facing local communities. Their team includes graphic and web designers, storytellers, facilitators, writers, healers, and social media experts who produce thoughtful and culturally relevant materials.

EnviroIssues brings a keen curiosity to every project and offers a full menu of communications services – from strategy development through implementation and evaluation. They also bring expertise in, and passion for, equitable outreach and have worked with many clients to ensure their communications are accessible to people with disabilities and provided in languages used at home by community members – ideally trans-created with native speakers.

EnviroIssues - Portland

400 SW 6th Ave
Suite 550
Portland, OR 97204



Founded in 1974, MacKay Sposito is a thriving local firm proudly headquartered in Vancouver, WA. MacKay Sposito can deliver the best of both worlds: the expertise and horsepower of a large firm, combined with a small firm's culture and customer service.

MacKay Sposito is well prepared with key personnel who are informed by previous experience with the City of Vancouver and other local municipalities, bringing a robust resume of complete street experience and design, environmental permitting, and land surveying. Additionally, their team has experience with a variety of federally funded projects and processes for local agencies and are familiar with WSDOT's Local Agency Guidelines (LAG) and design manuals and have experience and relationships with WSDOT staff. MacKay Sposito can provide professional services from the planning phase to final PS&E and construction bidding support.

MacKay Sposito - Vancouver

1325 SE Tech Center Drive
Suite 140
Vancouver, WA 98683



Professional Qualifications & Experience

On-Call Experience

Our on-call experience in Washington and Oregon spans more than 30 agencies and has included task orders of all sizes, from signal upgrades to quick traffic analysis peer reviews to complete street corridor designs and multimodal impact fee program developments. Some of our on-calls within the last three years include:

- **City of Auburn** Travel Model On-Call
- **City of Bellingham** On-Call Services
- **City of Bothell** On-Call Traffic Peer Review Services
- **City of Kenmore** Transportation On-Call
- **City of Kirkland** Transportation Planning & Engineering On-Call
- **City of Lynnwood** On-Call Traffic Signal Rebuild Program
- **City of Mukilteo** On-Call Engineering Services
- **City of Olympia** On-Call Transportation & Traffic Services
- **City of Redmond** On-Call Transportation Modeling & Engineering Services
- **City of Shoreline** On-Call Traffic Engineering
- **City of Snoqualmie** Transportation Planning On-Call
- **City of Tacoma** Transportation On-Call; Traffic Engineering On-Call
- **City of Tukwila** On-Call Traffic Engineering Support
- **King County** Multidisciplinary On-Call
- **Kittitas County** On-Call Transportation Modeling & Planning Services
- **Pierce County** On-Call Impact Fee Services
- **Snohomish County** On-Call Services
- **Thurston County** Transportation On-Call
- **Port of Seattle** IDIQ Transportation On-Call
- **Port of Tacoma** On-Call SEPA, NEPA, and Environmental Permitting Services; On-Call Programmatic Cargo & Facility Planning Services
- **WSDOT** Statewide On-Call Traffic Engineering; On-Call Tolling & Revenue Analysis
- **City of Tigard** On-Call Engineering Services
- **Washington County** On-Call Transportation/Traffic Engineering Services
- **Multnomah County** On-Call Traffic Engineering Services

On the following pages, we summarize the capabilities and experience that will enable our team to assist the City of Vancouver in providing transportation planning services as outlined in the RFQ.

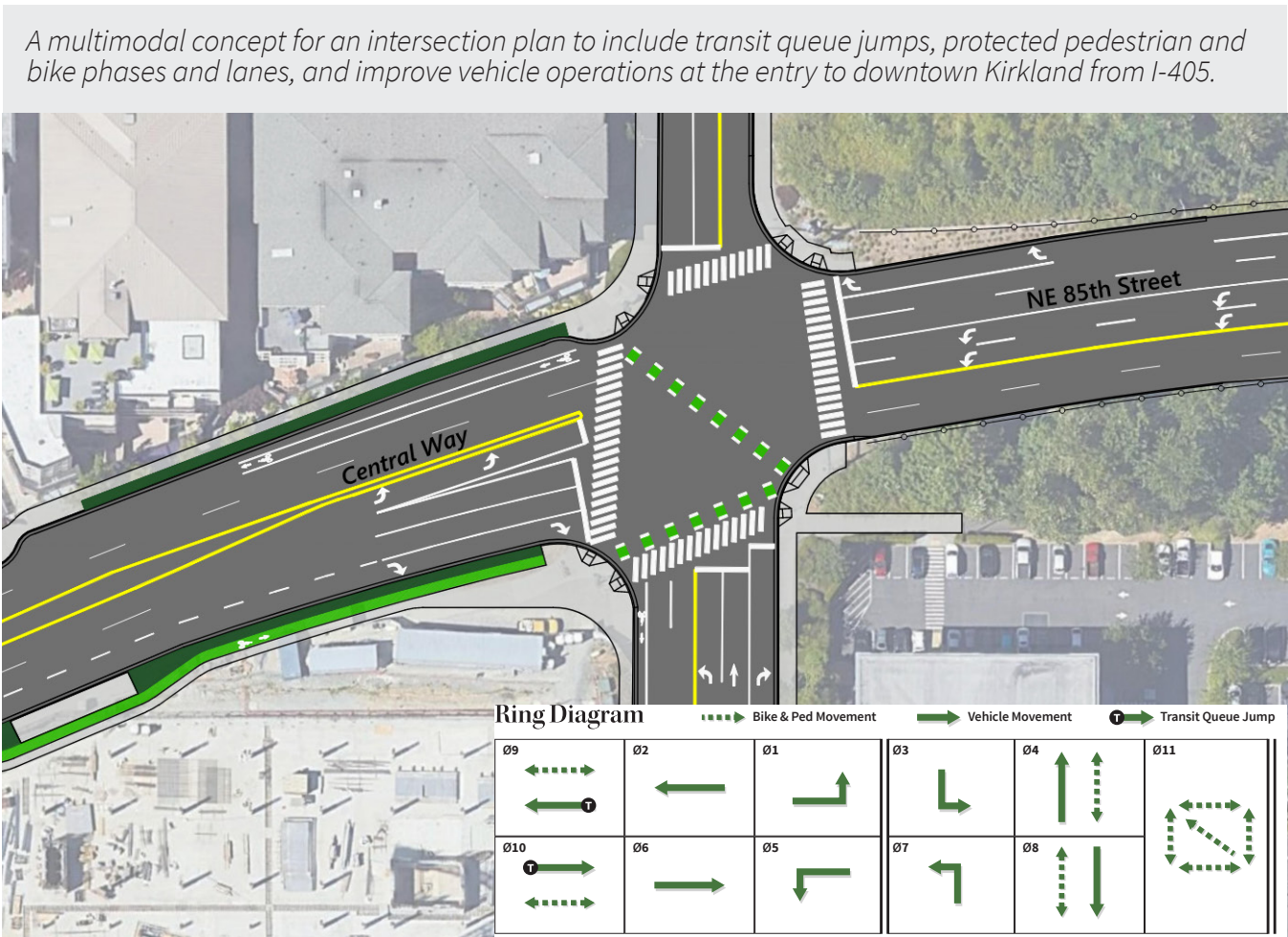


Transportation Street Design

Fehr & Peers has worked on the design of complete streets and active transportation facilities in many challenging locations, where all modes come together and need to be accommodated. Our planning and design process starts with close coordination with agency partners to understand the end goals of the project and the agency’s design standards and requirements. We often conduct design charrettes with our team to develop possible concepts, followed by thorough engineering analysis to evaluate curb radii, lane widths, and other important design elements. When appropriate, we use multimodal transportation simulation to operationally test the design options and understand the benefits and the tradeoffs to all transportation modes. We share these multimodal findings with our agency partners and discuss how to engage in meaningful conversations with community stakeholders to solicit their ideas and responses to design options. Our team is well versed in the state of the practice designs for complete streets and pedestrian and bicycle facilities both nationally and internationally, but our approach is deeply grounded in understanding the specific community context and using that knowledge to craft tailored solutions that are constructable and implementable.

City of Kirkland 6th/Central Multimodal Intersection Improvements (2020)

Fehr & Peers is currently providing on-call engineering and professional consulting services for the City of Kirkland. A recent task completed on this contract was to evaluate operations and identify concepts to integrate multimodal operations at the Central Way/6th Street intersection. The intersection is a main thoroughfare to downtown Kirkland, connecting to important transit routes, as well as future BRT along I-405. The project developed concepts to improve vehicle operations, transit reliability, and bicycle and pedestrian access and safety at the intersection and used microsimulation to understand multimodal tradeoff under several signal timing scenarios. Cost estimates were also prepared for the final and preferred concept to help the City plan their funding for the improvement.





Lake Forest Park Safe Streets & Safe Highways

Lake Forest Park Safe Streets & Safe Highways (2018)

Fehr & Peers worked with the City of Lake Forest Park to lead a multimodal analysis of the city's local streets to help make them safer for all users and to improve non-motorized access to community amenities and transit. The team developed project ideas based on community input, which were ultimately prioritized based on feasibility, cost, and effectiveness at improving the bicycle and pedestrian environment and access to transit. Following on the heels of Safe Streets, Fehr & Peers led Lake Forest Park's Safe Highways Study, which evaluated improvements to two state routes that would enhance both regional and local mobility through the city. Fehr & Peers helped develop intersection and cross-section alternatives. The alternatives included buffered bike lanes and sidewalks, improved sight distance, and access management to address safety concerns, ADA upgrades, and vehicle mobility. Our team developed separate projects which could be phased over a period of years consistent with grant opportunities, the City's resources, and development activity along the two corridors.



SE 1st Street, Vancouver

City of Vancouver SE 1st Street Improvements - 164th Ave to 192nd Ave (ongoing)

This project is the first of its kind in southwest Washington, incorporating separated bike lanes with pedestrian safety improvements. MacKay Sposito led a full service team providing survey, permitting, civil, traffic, and landscape design, cost estimating, bidding support, and utility coordination for this approximately 1.5-mile long FHWA funded project. This design included 7 intersection improvements, of which 5 are signalized, and a multilane roundabout plus low impact development stormwater facilities. The project significantly improves pavement conditions, provided ADA accessibility, multi-modal opportunities, and continues to drive economic development in the area.

Striping and Traffic Marking

Fehr & Peers routinely handles the preparation of signing and striping plans. Our experience with this ranges from low-speed local streets, to higher speed principal arterials owned and operated by WSDOT. We have prepared these plans both independently and as part of our traffic signal design projects. We add significant value when completing signing and striping for innovative bicycle and pedestrian treatments where we can utilize our expertise in bikeway design and complete streets to implement solutions that accommodate all modes and encourage active transportation.

Multnomah County Bridges Traffic Control Plans (2019)

Fehr & Peers is currently providing on-call transportation planning and engineering support for Multnomah County. A recent task completed as part of this on-call included developing a complete set of traffic control plans for numerous closure scenarios on six bridges in Portland. The project involved drafting short duration traffic control plans for lane closures, full bridge closures, and mobile closures on the bridges and surrounding streets. Vehicular, bicycle, and pedestrian detours were included with all relevant signing, striping, and devices needed to create a safe and efficient closure for bridge maintenance work. Plans were drafted in AutoCAD that meet federal MUTCD, ODOT, and PBOT regulations for safe and efficient lane and bridge closures. The project required extensive coordination with Multnomah County, PBOT, and TriMet staff.



Broadway Bridge, Portland

Upper Kittitas County Traffic Calming (2021)

Fehr & Peers assisted Kittitas County with a traffic calming plan for the Upper County area. As studied in a previous Fehr & Peers project, the local county roads in the area are often a desirable bypass when I-90 is congested, particularly on summer weekends when heavy westbound volumes exceed I-90's capacity. As part of this project, Fehr & Peers developed a toolbox of applicable devices, inventoried locations, and suggested device placement for traffic calming devices. The project also included coordination and input from the Upper Kittitas County Traffic Committee.



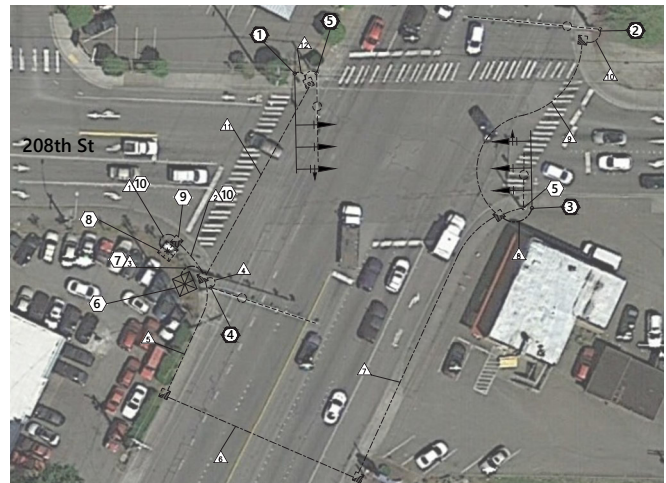
Railroad Street, Easton

Traffic Signal Design and Modification (Major and Minor)

Fehr & Peers approaches signal design a little differently. Our engineers are all familiar with operational models like Synchro and VISSIM, and we commonly have these models open while working on a signal design. This ensures that signal timing and other elements assumed in the analysis get incorporated into the final design. In designing signal infrastructure, we also have our eyes on the future. We tend to size-up our junction boxes, ensure there's extra conduit, and allow additional space in our cabinets to allow for future installation of fiber optic cable. Our staff are well versed in the newest signal equipment. Several agencies we work with have found the benefit of a GridSmart Fishbowl camera that allows for vehicle detection, operations monitoring, and even near-miss analysis of pedestrian and vehicle safety analysis.

City of Lynnwood Signal Rebuild On-Call (ongoing)

Fehr & Peers is currently the City of Lynnwood's on-call signal designer. So far, we have evaluated eight existing signalized intersections to identify maintenance needs to extend the life cycle of the signal. These improvements included cabinet component upgrades, wiring upgrades, junction box replacements, and full signal replacements. Fehr & Peers coordinated with WJE, a forensic structural engineering specialist, to determine the structural integrity of existing poles of unknown ages (more than 50 years) and to identify needed pole repairs or replacements. Final contract documents for one intersection were submitted in January 2021, and our team recently submitted the 90% construction documents for the next two intersections, with the intention of completing the design and beginning construction in the summer of 2021.



A conceptual design at Pacific Highway and 208th Street SW in Lynnwood that incorporated upgrade and replacement of controller cabinet, wiring, and junction boxes.

City of Liberty Lake Appleway Signal Design (2020)

Fehr & Peers led design for two signals Liberty Lake, WA. Both signals were along Appleway, one of Liberty Lake's key corridors. The traffic signals included all new foundations, poles, and equipment. Signal related ITS components for the intersections included radio interconnect to provide signal communication between Signal Drive and Liberty Lake Drive to the west, and radar vehicle detection for the approaches. The deliverables included contract documents including plans, specifications, and engineer's estimate for construction, responding to questions during bidding, and producing addendums as needed per City request.

City of Marysville Townhome Development Signal Design (2021)

Fehr & Peers worked on a private townhome development project to design signal

improvements identified in the project's Traffic Impact Analysis (TIA). As part of the project, Fehr & Peers engineers reviewed the project TIA and coordinated with City staff to develop proposed plans for improvements to the existing signal, which included phasing updates, installation of new signal poles, upgrade to audible pedestrian push buttons, and flashing yellow arrows.

City of Kirkland Signal Pole Wind Load (2021)

Fehr & Peers, as on-call traffic consultant to the City of Kirkland, recently performed a wind load analysis on existing signal poles to confirm whether they were suitable for installation of a flashing yellow arrow. The request was fulfilled within a few weeks from task order development to final deliverable. To assist the City, Fehr & Peers leveraged our knowledge of engineering standards and principles, working with imperfect data on an older signal pole.

Lighting Design

Intersection and roadway lighting plays a key role in the design of context-sensitive, complete streets. A thorough lighting design includes conceptual development, photometric analysis and simulation, detailed design, electrical calculations, and specifications. Our staff regularly perform lighting analyses and designs across the country for facilities ranging from small alleys to large freeways, including pedestrian paths, bike trails, and shared use paths. We have designed lighting in tunnels, underpasses, parking lots (including Title 24 Calculations), transit stations, and pedestrian plazas. Our staff regularly attends lighting seminars and conferences, keeping Fehr & Peers on top of the latest lighting standards and energy-efficient technologies, such as LED and induction technologies. Our expertise also includes service equipment design, wire specification, load drop, and ground fault calculations.

Federal Way Pacific Highway Trail Illumination (2020)

Fehr & Peers is providing illumination design for a new shared use path for bicyclists and pedestrians along Pacific Highway in Federal Way. In addition to the design work, Fehr & Peers studied multiple trail crossing alternatives at a major intersection. The alternatives were analyzed and signal timing improvements are being proposed to allow for a good balance between trail users and vehicles.

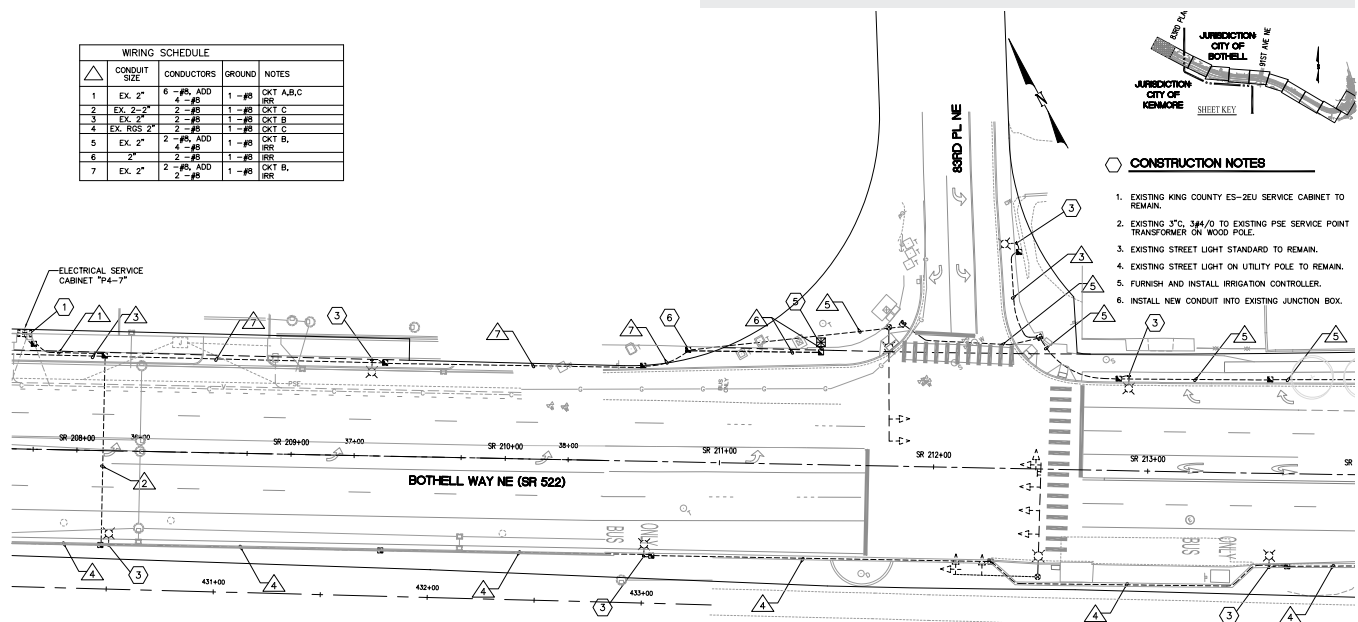
SR 305 Needs Identification & Roundabout Lighting (2020)

Fehr & Peers is working with WSDOT to provide illumination design and analysis for proposed roundabout improvements at several intersections along the corridor. The project also includes a peer review for pedestrian and bicycle improvements along SR 305. Previously, Fehr & Peers worked with Kitsap Transit to complete the analysis of traffic operations for major intersections between the Winslow Ferry and Poulsbo. The needs analysis identified corridor illumination as a key safety recommendation.

Bothell SR 522 Fiber & Illumination Design (ongoing)

Fehr & Peers was part of the team for the SR 522 Stage 3 Project, which included adding Business Access and Transit (BAT) lanes, widening of general-purpose lanes, access management, sidewalks, street illumination, and traffic signal modifications on SR 522 from the west city limits to 96th Avenue NE. Fehr & Peers' work included the traffic operations analysis, design and contract documents for illumination design, and Intelligent Transportation Systems plans. Construction support included temporary construction channelization, signage and detour plans, and responses to RFIs.

Bothell SR 522 Fiber & Illumination Design



Project Scope/Budget Development & Computer Aided Drafting

Fehr & Peers starts each project with a needs analysis to determine which metrics are important to consider so that we design an end product that is responsive its context and users' needs. This informs our engineers of the tools that will be needed and what level of analysis will be appropriate. Our engineers use computer aided drafting tools to quickly put together alternative layouts and concept designs for easy visualization and help staff understand the project scope. Our design engineers have also put together templates and tools to quickly determine planning and concept level engineer's cost estimates.

City of Issaquah Planning Cost Estimates (2021)

Fehr & Peers worked with the City of Issaquah to identify key elements to prepare planning level cost estimates for 16 projects from various planning documents. The projects included trail resurfacings, grade separated trail crossings, roadway widening, repaving, rechannelization, bike lane construction, and bike lane signing and striping improvements. Fehr & Peers walked the site of each planned project and documented general assumptions and unit costs for each project. The assumptions included length and width of expected roadway widening, expected quantities of landscape strip installation, and other items that were assumed to be the most controlled by costs. The cost estimates included a separate assumption estimator that could be used by City staff to update estimates in the future or prepare estimates for additional projects.

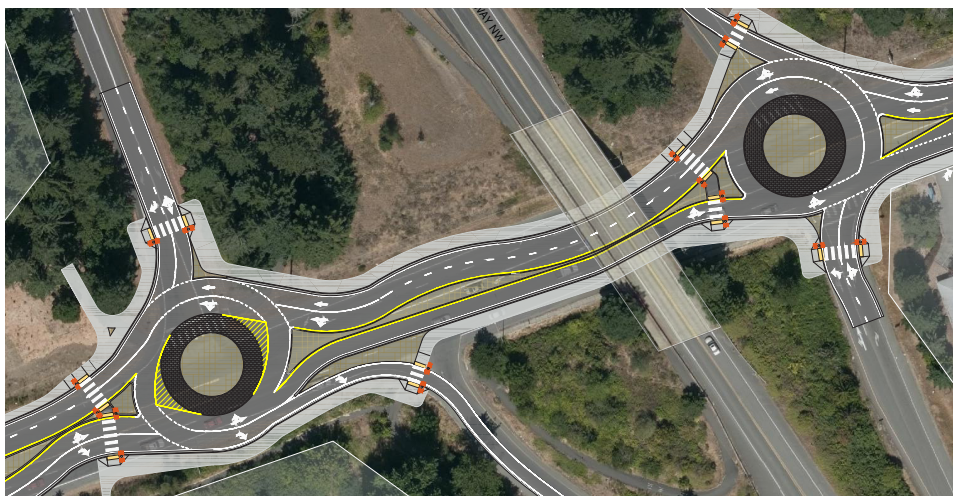
King County Green to Cedar Rivers Trail (2018)

Fehr & Peers provided preliminary design services for the north segment of the Green to Cedar Rivers Regional Trail Project. Fehr & Peers reviewed the existing trail crossing and evaluated

three crossing options for trail users crossing SE Kent-Kangley Road (SR 516). The project evaluated safety, operations, WSDOT access management standards, right-of-way constraints, implementation timeline, and planning level cost estimates.

Thurston County Evergreen/Mud Bay Interchange Improvements (2020)

Fehr & Peers is currently working with Thurston County Public Works as their on-call traffic engineer. Our latest task was to analyze and prepare concept designs for a number of interchange improvement alternatives at the existing stop controlled interchange between Evergreen Parkway and Mud Bay Road west of Olympia. This evaluation included signalization and roundabout alternatives and included a robust stakeholder outreach component. A key component of this task was facilitating an opportunity for community members to provide input on their preferred alternative. To facilitate this public process during the pandemic, Fehr & Peers created an online open house website and survey for the Evergreen Parkway and Mud Bay Road interchange alternatives study. We received almost 400 survey responses in three weeks.



A concept design developed for the Evergreen/Mud Bay Interchange that incorporated a roundabout to facilitate an off-set left turn via a u-turn. This improvement meant less lanes required under the existing bridge, which allowed the County to provide at-grade pedestrian and bicycle facilities.

Design of Biking, Walking, and Transit Facilities

As multimodal experts, Fehr & Peers' experience in improving communities for active transportation system users comes from developing hundreds of bicycle/pedestrian plans, complete streets studies, and active transportation plans. We understand Vancouver strives to be a City that provides robust options for walking, biking, and taking transit. Our core process to active transportation planning involves:

- **Assessing existing facilities:** Developing a GIS inventory of bicycle, pedestrian, trail, and safe routes to school improvements.
- **Meaningfully engaging the public:** Designing an inclusive outreach process that engages the community in identifying priorities, challenges, and opportunities. Community input plays a central role in shaping our recommendations and transportation solutions.
- **Compiling and evaluating proposed projects, programs, and policies:** Developing a list of safety enhancements and traffic calming programs that would make the community more navigable by those walking, biking, and taking transit, while working with the City and community to strike a good balance between priorities and project feasibility.

We have used this process to develop effective active transportation plans for numerous jurisdictions.

City of Issaquah Pedestrian Crossing Standards & Traffic Calming Guidelines (2020)

Fehr & Peers updated Issaquah's transportation policies and standards to ensure that infrastructure is designed to enhance safety, accessibility, and mobility for all users. Fehr & Peers reviewed existing practices and introduced innovative practices in four key documents that guide City transportation policy and implementation:

- ADA Transition Plan
- Complete Streets Policy
- Pedestrian Safety and Crosswalk Installation Standards
- Traffic Calming Guidelines

Puyallup Safe Routes to School Master Plan (2019)

Fehr & Peers developed a Safe Routes to School Master Plan to provide a framework for developing infrastructure and programmatic recommendations to benefit students at schools in the City of Puyallup. It was developed through close collaboration between City staff, consultant staff, school community members, and the general public to identify and prioritize improvements to improve safe travel to schools. Leveraging efficiencies from past work, Fehr & Peers led the analysis of existing conditions and planned improvements, developed a prioritized project list and corresponding Master Plan, and saw the Plan through to adoption and implementation. Throughout the plan development, we sought opportunities to advance the City and school communities' engagement with the "Six Es" of Safe Routes to School: Education, Encouragement, Engineering, Enforcement, Evaluation, and Equity.

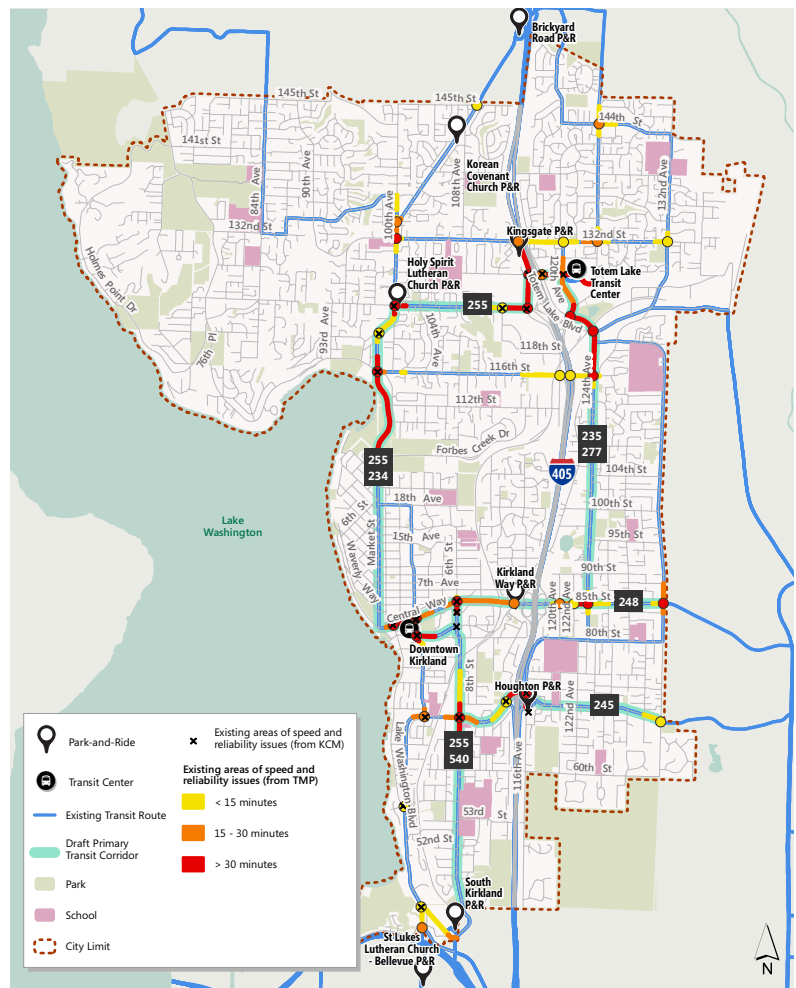


Eastgate-Tyee School Traffic Improvement (2018)

Fehr & Peers assisted the City of Bellevue on a neighborhood traffic circulation project around Tyee Middle School and Eastgate Elementary School. The work consisted of an evaluation of the existing traffic conditions, vehicle queues and congestion around the schools, and bicycle and pedestrian infrastructure. As part of the evaluation the City identified two locations for possible mini-roundabout locations. The two locations were laid out to provide conceptual level design, with an understanding of the impacts that would be associated with both, determine the effects on design vehicle turning movements, and the ability to add pedestrian and bicycle infrastructure to the area.

Kirkland Transit Implementation Plan (2018)

Fehr & Peers worked with the City of Kirkland on its Transit Implementation Plan (KTIP), which focused on analyzing the current and future transit environment and identifying capital and programmatic investments the City can make to help support the growth of transit in Kirkland. The plan included significant discussion around emerging transportation technologies like ride-hailing and microtransit as alternative opportunities to improve mobility through the city. The plan also identified a discrete set of projects that will improve transit speed and reliability, addressing locations where buses consistently do not show up on time or get stuck in traffic. The initial project list for speed and reliability improvements was developed based on numerous sources, such as public feedback, data analysis, and field visits, then evaluated based on a set of quantitative and qualitative criteria. The final list of speed and reliability improvements included projects like BAT lanes on Market Street, efficiency enhancements at the Downtown Transit Center, and traffic signal improvements at the South Kirkland Park & Ride. The plan provided conceptual designs for a set of projects along with preliminary cost estimates. These investments will provide many benefits, such as faster and more reliable travel time for riders and reduced operating costs for the transit operators.



The KTIP represents a partnership between Fehr & Peers and EnviroIssues in working with Kirkland to identify ways that transit could better serve community needs. The project included a robust project website that distilled community input while communicating complex topics like speed and reliability and the role of emerging transportation technologies.

Community Engagement: Outreach Materials, Implementation of Community Meetings and Open Houses, and Meeting Facilitation

A key part of what we do is not just solid technical work, but our ability to connect with project stakeholders and the public to through the development of strategic messages that are understandable, concise, and compelling. This includes developing materials to support community engagement efforts and facilitating virtual and in-person opportunities for community members to participate in the planning process. Our approach to community engagement is ingrained in four principles:

- **Engage Equitably:** This means prioritizing meaningful participation from underrepresented communities. This can often be achieved by finding local partners who are already entrenched in that community's particular needs and strengths.
- **Develop a Dialog:** To ensure that outreach efforts result in a two-way dialog we focus on making sure that participants have a clear understanding of how their feedback will be used and feel ownership of the outcome at the conclusion of the process.
- **Communicate Effectively:** Effective outreach incorporates high-quality visuals, straight forward language, and asking targeted questions.
- **Meet People Where They Are:** Reach a broad cross-section of people as they go about their daily lives, whether it's leveraging virtual or physical meeting places where people already gather. This approach allows for participation from community members who may not be able to attend traditional meeting formats.

We often work with an advisory committee of key stakeholders and community representatives to ensure that technical recommendations align with their overall vision. We are prepared to meet regularly with advisory committees to report on progress, ask key questions, and ensure that our work is informed by the folks who live, work, and play in Vancouver. We can be flexible to provide the level of participation that best meets our clients' needs and staff capacity and are able to serve any role including support in convening an advisory committee, drafting agendas and presentations, facilitating meetings, collecting and incorporating feedback, and any other level of support of advisory committees on behalf of the City.

Jefferson Transit Authority Comprehensive Plan (ongoing)

Fehr & Peers is assisting the Jefferson Transit Authority (JTA) with the creation of their Long-Range Plan. This 20-year plan is intended to help guide the agency as Jefferson County grows and expands service as revenues increase. The goal of the plan is to provide actionable strategies that are flexible enough to respond to different levels of increased revenue and funding. As part of this plan, Fehr & Peers has synthesized data from disparate sources, developed scenarios, recommendations, and public open house materials. We have also presented a number of times to the JTA Board, the Citizen Advisory Committee, and a special Agency Advisory Committee assembled for this effort in order to get feedback from Jefferson Transit's local partners and regional transit agencies. As with many projects during the COVID pandemic, this project has pivoted from an in-person engagement structure to an online outreach model.

US 2 Upper Wenatchee Valley Transportation Study (2020)

Fehr & Peers, with support from EnviroIssues, led a multimodal corridor study of US 2 between Cashmere and Coles Corner, aimed at identifying strategies to improve transportation for all modes along the corridor. This study was a collaborative effort between the Chelan-Douglas Transportation Council, WSDOT North Central Region, Chelan County, Link Transit, and the City of Leavenworth. Strategies identified by this study would provide reliable transportation options, improve access for local traffic and emergency services, create safer, more complete connections for all modes, and improve transit reliability in the region. EnviroIssues facilitated all Project Advisory Committee meetings, which included representatives from stakeholder agencies and the community and led all community engagement events at key project milestones.

Puyallup Transportation Element Update (2018)

This major citywide plan update sought to downplay the dominance of auto travel in the City by encouraging a more vibrant walking and biking environment, in particular by addressing several key issues, including:

- Limited pedestrian and bicycle facilities between major destinations;
- Infrequent transit access and availability;
- Growing demands on the transportation network from population and jobs growth; and
- A high number of traffic collisions involving pedestrians and bicyclists on busy corridors.

Fehr & Peers conducted a robust public outreach effort to identify potential solutions to these issues. Through a public workshop and online survey, community members provided input on what they viewed as their top transportation concerns and highest priority areas in the city needing improvement. This feedback guided the development of a detailed list that included capital projects aimed at improving active transportation, reducing traffic congestion (the top issue identified through the public process), and enhancing bicycle and pedestrian safety and connectivity.

The Heights Master Plan and Implementation (ongoing)

Vancouver sought to establish a vision for The Heights District as a vibrant urban center that will catalyze private development, increase mixed-income housing, while enhancing placemaking and creating 20-minute neighborhoods. EnviroIssues joined the team in 2018 to lead public engagement on the concept for the master plan. They created the public involvement plan, presented project approaches to technical and community advisory committees, and produced three online open houses and surveys. The engagement approach allowed the team to report on the needs and preferences of Vancouver residents, specifically including members of historically marginalized communities. EnviroIssues is currently continuing to support of the project during the planning implementation phase by developing the Be Heard site for the project, coordinating closely with the Long Range Planning team on remaining outreach tasks, and managing subconsultants for planning and urban design services.

ONLINE OPEN HOUSE - October 5 - 26, 2018

Select Language
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CITY OF
Vancouver
WASHINGTON

The Heights District Plan

WelcomeWhat we've heardDesignWeigh inNext steps

Welcome

The City of Vancouver would like your input as we continue developing a plan for The Heights as a **vibrant urban district** that's **economically feasible** and **in tune with its surroundings and our shared goals**. The timeline below describes the four main project phases.

Timeline

Vision

Analysis

Alternatives

Draft and Final Plan

Through the vision phase, the project has engaged diverse stakeholders with a variety of perspectives, backgrounds and interests through interviews, focus groups, community meetings, the Heights Community Advisory Committee and the first community open house and online survey.

The project team has been compiling information on the existing conditions and market trends in and around The Heights through the analysis phase. This information is helping The Heights stakeholders, the Community Advisory Committee, the project team and City leaders develop a plan that meets our shared vision and objectives.

Objectives for The Heights District Plan

In this second online open house we'll share what we've learned so far and ask for your feedback on alternative concepts for public space in The Heights. The input you provide will feed into the Draft and Final Master Plan.



Vicinity map. Tap or click for a larger view.



Legend
The Heights District Boundary
Tower Mall Redevelopment Site

The Heights District boundary and redevelopment site. The District is roughly bounded by MacArthur Boulevard on the west and south, Mill Plain Boulevard on the north, and Andersen Road on the east. Tap or click for a larger view.

To supplement in-person engagement opportunities and ensure a diverse set of voices were heard, the project included three online open houses.

Project Evaluation

We know that what you measure is what you get. As such, our approach to project evaluation begins with establishing the right set of metrics early in the process to ensure that we are appropriately weighing the benefits and downsides of potential projects. These metrics are established through coordination with City staff and key stakeholders to ensure there is agreement on the intended outcomes of potential projects. Once we know what we need to measure, we select the right analysis tools. Fehr & Peers has the capability to complete project evaluation based on a robust arsenal of measures, including operational benefits, safety improvements, equity, and constructability.

Grand Mound Sub Area Plan (2020)

Fehr & Peers supported the Thurston Regional Planning Council and Thurston County as they updated the Transportation Chapter of the Grand Mound Sub Area Plan. The current Sub Area Plan for Grand Mound was developed in 1996, so this study was tasked with creating a new vision for the transportation system in Grand Mound and identifying projects, policies, and development standards that could be used to bring that vision to reality. This study began with developing goals followed by reaching an agreement with the key project stakeholders about the metrics that would be used to measure progress towards those goals. A future project list was developed and evaluated through a detailed technical evaluation and with regard for cost and feasibility. The evaluated projects were presented to the community, highlighting key elements of each project to inform how projects were presented in the final plan.

Key tasks included development of a project evaluation matrix, existing and future conditions assessments, materials for community engagement, a list of future projects and a transportation report that will support the Sub Area Plan Update.

Bellevue Multimodal Level of Service (2019)

Fehr & Peers assisted the City of Bellevue in developing a suite of Multimodal Level of Service (MMLOS) metrics, standards, and guidelines. The City of Bellevue had developed a series of multimodal transportation plans, including a Pedestrian and Bicycle Master Plan, Transit

Master Plan, and Downtown Transportation Master Plan. While the City’s plans advanced, the City maintained its auto-centric LOS policy for concurrency, project prioritization, and long-range planning. To address this shortcoming, Fehr & Peers assisted the City in evaluating a range of multimodal LOS options to satisfy both long-range planning and development concurrency requirements in the first phase of this project. Based on our analysis, the City began updating its policies to adopt a corridor based multimodal LOS standard based on the “layered-network” approach. MMLOS Phase 2 builds on this work to integrate MMLOS into the City’s long-range transportation planning, development review, concurrency, and capital programming process.

City of Kent Transportation Master Plan (2021)

Fehr & Peers supported the City of Kent with the development of their Transportation Master Plan to provide a framework to guide transportation investments over the next 20 years in accordance with the community’s transportation priorities. The plan includes the development of the City’s transportation priorities, level of service policies, and new travel demand model customized to the City’s needs. Travel demand forecasting has been a key component of this process to develop horizon year vehicle forecasts. Fehr & Peers developed a new travel model based on the PSRC framework (using Emme) and assessed how regional and local growth would influence travel patterns in Kent. We also refined the model to better reflect mode choice and freight activity unique to Kent.

Equity is an explicit component in the TMP to achieve the following objectives:



Understand baseline conditions



Incorporate equity into the performance metrics to prioritize projects that benefit underserved communities



Conduct equitable public outreach



Track the City's progress toward equity goals

Performance measures related to equity were a guiding feature of the Kent TMP.



Firm & Team Experience & Expertise

Staff Experience

We have assembled a team of experts with a with a diverse background in transportation planning to support the City through this on-call. With this team, we are positioned to respond to a wide variety of tasks ranging from signing and striping to community engagement. The table below summarizes the areas of specialization and expertise for each team member, including those from our subconsultants Envirolssues and MacKay Sposito. Summaries of each staff member's experience and qualifications are provided on the following pages. To learn more about our team, please see the bios on the following pages and the key staff resumes at the end of our qualifications package.

Skills	KARA HALL	KENDRA BREILAND	CHRIS GRGICH	CADELL CHAND	SARAH PETERS	BRIANA CALHOUN	BRIDGER WINEMAN	MAHSA ESHGHI
Transportation Street Design	✓	✓	✓	✓		✓		✓
Striping and Traffic Marking			✓	✓		✓		✓
Signal Design (Major and Minor)			✓	✓				✓
Lighting Design			✓	✓				✓
Project Scope/Budget Development	✓	✓	✓	✓		✓		✓
Computer Aided Drafting			✓	✓		✓		✓
Design of Biking, Walking, and Transit Facilities	✓	✓	✓	✓	✓			✓
Development of Public Outreach Materials	✓	✓		✓	✓	✓	✓	
Implementation of Community Meetings & Open Houses	✓	✓			✓	✓	✓	
Meeting Facilitation	✓	✓	✓		✓	✓	✓	
Project Evaluation	✓	✓	✓	✓	✓	✓		



6
Years of experience

40%
Availability

Kara Hall, PE Project Manager

Kara is a senior transportation engineer who has served as a project manager and lead analyst for a wide variety of transportation planning projects including transportation system plans, corridor studies, sub area plans, multimodal planning, and alternatives analysis. She brings extensive experience leveraging traffic operations and forecasting data to help communities across Washington answer complex questions and plan for the future.

Kara excels on projects that require aligning community goals with measurable metrics and leveraging data to identify feasible recommendations that solve transportation challenges.

In her role as Project Manager, Kara will be the day-to-day point of contact for the City, work closely with Kendra to establish the right team for each task, and be responsible for overall product delivery.

Relevant Projects

- Grand Mound Sub Area Plan, Grand Mound, WA
- US 2 Upper Wenatchee Valley Corridor Study, Chelan County, WA
- 6th/Central Multimodal Intersection Improvements, Kirkland, WA
- Willamette River Bridges Temporary Traffic Control Plans, Multnomah County, OR
- US 195/I-90 Transportation Study, Spokane, WA



15
Years of experience

25%
Availability

Kendra Breiland, AICP Principal-in-Charge

Kendra is a principal who specializes in all aspects of transportation planning, including comprehensive planning, multimodal planning, concurrency assessments, and fee program development. In her 15-year career, she has led numerous transportation planning and engineering on-calls, including currently for the Cities of Kirkland, Ellensburg, and Tigard, OR, as well as Thurston and Kittitas Counties. She has also led several large, multiyear multidisciplinary projects that have effectively served as on-calls, including for the Cities of Kent (TMP, Model Development, Concurrency, and Impact Fee Update), Gig Harbor (TMP, Model Development, Active Transportation Plan and Impact Fee Update) and Puyallup (TMP, Model Update, Active Transportation Plan, and ADA Transition Plan).

Over the past five years, she has led citywide transportation plans for over 10 communities, including Kent, Kirkland, Tacoma, and Issaquah. She has also led downtown mobility plans and safe streets studies for suburban communities like Burien, Newcastle, and Lake Forest Park. Kendra excels on projects that require flexibility, creativity, and interaction with diverse stakeholders.

As Principal-in-Charge, Kendra will provide strategic guidance, work closely with Kara on identifying the right team for each task, and ensure final work products are of the highest quality.

Relevant Projects

- Transportation Master Plan, Concurrency, and Impact Fee Update, Kent, WA
- Transportation Element, Active Transportation Plan, and ADA Transition Plan, Puyallup, WA
- Mobility Master Plan, Complete Streets, Pedestrian Crossing, and Traffic Calming Guidelines, Issaquah, WA
- Mud Bay Evergreen Interchange Analysis, Thurston County, WA



14
Years of experience

30%
Availability

Chris Grgich, PE, PTOE Engineering Lead

Chris is an associate with over 14 years of experience specializing in traffic engineering, traffic impact analysis, and intelligent transportation systems (ITS). He is an experienced transportation engineer and has been the lead designer for several highway construction projects, intersection design (signals and roundabouts), corridor and network performance evaluations using Highway Capacity Manual methodologies, MUTCD signal/stop sign warrant analysis, signing and striping design, multimodal project preliminary engineering and design, pedestrian safety and mobility projects, and ADA/PROWAG compliance.

He provides over 10 years of experience in traffic control system design and has completed traffic impact analyses and traffic studies in support of larger complex projects with diverse project teams. Chris has also completed Safe Routes to School projects and school circulation projects both in Alaska and Washington. He is an expert user of Synchro, SimTraffic SIDRA, HCS, and AutoCAD.

As the Engineering Lead, Chris will provide technical guidance, oversight, and QA/QC for all engineering and design oriented tasks.

Relevant Projects

- Transportation Project Design & Engineering, Liberty Lake, WA
- Planning Level Cost Estimates for CIP Projects, Issaquah, WA
- 6th/Central Multimodal Intersection Improvements, Kirkland, WA
- City of Lynnwood On-Call Traffic Signal Rebuild Program, Lynnwood, WA
- City of Shoreline On-Call Traffic Engineering, Shoreline, WA
- Willamette River Bridges Temporary Traffic Control Plans, Multnomah County, OR



9
Years of experience

40%
Availability

Sarah Peters, AICP Planning Lead

Sarah is an associate who is committed to expanding the transportation options available to everyone in the communities where she works, with a focus on equity and sustainability. With a background in small business development and transportation advocacy, she brings strong technical knowledge, outstanding communication skills, and a focus on the user experience to her work as a transportation planner. She has worked on and led a wide range of transportation studies, from focused bicycle and pedestrian planning efforts to multimodal corridor plans to citywide and sub-area transportation plans.

As Planning Lead, Sarah will provide technical guidance, oversight, and QA/QC for all transportation planning tasks.

Relevant Projects

- Nehalem Bay Transportation System Plan, Nehalem Bay, OR
- Multnomah County Transit Element, Multnomah County, OR
- Issaquah Mobility Master Plan, Issaquah, WA
- Santa Clara Countywide Bicycle Master Plan, Santa Clara County, CA
- VTA Pedestrian Access to Transit Plan, Santa Clara County, CA



1
Year of experience

60%
Availability

Cadell Chand, EIT **Project Engineer**

Cadell is a transportation engineer specializing in active transportation, emerging trends and technologies, and equity in transportation. He started his career in transportation at the Driving, Bicycling, and Freight Simulator Lab at Oregon State University, and is proficient in Civil3D, MicroStation, AGi32, VBA, GuideSign, and Synchro. Cadell also has experience with transportation policy at the state level in an advisory role to ODOT. Cadell has used his expertise in transportation design, operations, and policy to deliver several successful projects to various clients.

As Project Engineer, Cadell will support on a wide variety of technical tasks, including transportation street design, signal design, lighting design, and computer aided drafting.

Relevant Projects

- TIP Cost Estimates, Issaquah, WA
- City of Ellensburg Signal Coordination, Ellensburg, WA
- Evergreen at Mud Bay Interchange Alternatives Analysis, Thurston County, WA
- Traffic Impact Fee Update, Federal Way, WA
- Transportation System Plan, Tigard, OR



5
Years of experience

50%
Availability

Briana Calhoun **Project Planner**

Briana is a senior planner with experience on transportation projects throughout Oregon and Washington. Briana specializes in analyzing new mobility trends and suitability, transportation system plans, safety analysis, multimodal project planning, and traffic operations analysis. She has worked with both large and small communities to develop transportation goals and policies that meet their residents' needs and set a direction for the future. Her recent work with both Multnomah County and Washington County has involved extensive stakeholder and public involvement with a focus on engaging with underserved communities. Briana has led multimodal project scoring and prioritization, demographic analyses using big data and census data in GIS, goals and policies development for long range infrastructure plans, and network connectivity evaluations.

As Project Planner, Briana will support on a wide variety of technical tasks including traffic operations analysis, multimodal planning, and GIS analysis.

Relevant Projects

- Multnomah County On-Call Traffic Engineering Support, Multnomah County, OR
- Lake Forest Park Safe Highways Study, Lake Forest Park, WA
- Stevenson Downtown Plan, Stevenson, WA
- Auburn Local Road Safety Plan, Auburn, WA
- Tacoma Local Road Safety Plan, Tacoma, WA



12
Years of experience

50%
Availability

Bridger Wineman **Community Engagement**

Bridger is a steady, adaptable and principled public involvement professional who delivers strategies that build trust and understanding, leading to better agency decisions. As a senior project manager at EnviroIssues, Bridger currently leads multiple on-call contracts with public agencies, ensuring timely response and connecting teams with the right staff for their project and budget.

Trained in urban and regional planning, he has 12 years of experience connecting with communities on transportation and other planning and policy topics. He creates public involvement strategies and tools, designs and implements surveys, analyzes demographic data, and facilitates discussions with stakeholders, technical experts and decision makers.

As the Community Engagement Lead, Bridger will work closely with the technical team to develop and lead public outreach as needed. Bridger may also provide meeting facilitation support as needed.

Relevant Projects

- The Heights District Plan Public Involvement, Vancouver, WA
- Earthquake Ready Burnside Bridge Public Involvement, Multnomah County, OR
- Safer Outer Stark, Portland, OR
- Charter Review Committee Facilitation, Vancouver, WA



12
Years of experience

50%
Availability

Mahsa Eshghi, PE **Civil Design Lead**

Mahsa, transportation manager at MacKay Sposito, is a civil engineer with a broad and comprehensive career background, specializing in designing and managing roadway and utility improvement projects for municipal clients. Additionally, she has provided expertise on multiple federally funded projects in Washington, and is currently managing two federally funded capital projects. This experience, paired with her excellent interpersonal skills, will enable her to be a superb mentor and team leader, as well as a highly responsive civil design lead for this project team. She believes that a strong team environment, effective communication, and maintaining high production quality are paramount to outstanding results.

As the Civil Design Lead, Mahsa will lead the engineering and design components of tasks requiring detailed cost estimates and PS&E preparation.

Relevant Projects

- SE 1st St. 164th-192nd Improvements, Vancouver, WA
- SW Eaton Boulevard/SR 503, Battle Ground, WA
- Big Pasco Road & Stormwater, Port of Pasco, WA



References

City of Kent

April Delchamps

Sr. Transportation Planner
253-856-5500
ADelchamps@kentwa.gov

Project: City of Kent Transportation Master Plan (2018–2021)

Thurston County

Matt Unzelman

Traffic Engineering & Operations Manager
360-867-2335
unzelmm@co.thurston.wa.us

Project: Thurston County On-Call (2018–present)

City of Lynnwood

David Mach

Public Works Manager/City Engineer
425-670-5000
DMach@lynnwoodwa.gov

Project: City of Lynnwood On-Call Traffic Signal Rebuild Program (2019–present)

“This all looks great to me! I appreciate all the work that you put into this! I would not have felt confident nor comfortable moving forward with the FYA installations without this evaluation.”

- Daniel Rawlings, City of Kirkland Signal Pole Wind Load project (referenced on page 10)

Our 2020 Client Survey Results

Clients said we met and exceeded expectations:

98%_{value} 98%_{quality} 97%_{service}

99.6%
say they would
use us again.



Key Staff Resumes



Kara Hall, PE

Project Manager

EDUCATION

B.S., Civil Engineering, Environmental Engineering Concentration,
University of Kansas

REGISTRATIONS

Professional Civil Engineer, Oregon

AFFILIATIONS

Women in Transportation Seminar

ABOUT

Kara has managed a wide variety of transportation planning studies including transportation system plans, area plans, feasibility studies, and corridor studies. She excels on projects that require aligning community goals with measurable metrics and leveraging data to identify recommendations that solve transportation challenges. Kara has applied her knowledge of Highway Capacity Methodology and forecasting best practices to answer complex travel demand forecasting and traffic operations questions on projects in communities across Washington.

RELEVANT EXPERIENCE

Grand Mound Sub Area Plan, Grand Mound, WA

Kara led a team supporting Thurston Regional Planning Council in identifying a vision for the future of the transportation system in Grand Mound. This project blended detailed traffic analysis with community engagement to develop a list of eight projects, implementable over the next 20 years, to improve mobility and create a transportation system to support planned land use growth within the community.

US 2 Upper Wenatchee Valley Transportation Study, Leavenworth, WA

Kara led a team to develop a transportation corridor study for US 2 through Leavenworth, a tourist destination in Central Washington. The study emphasized the unique nature of weekend and special event traffic and identified opportunities to mitigate traffic congestion and improve safety and accessibility for all modes. Kara worked closely with agency stakeholders and the community to develop a set of projects aimed at improving mobility along the corridor.

US 195/I-90 Transportation Study, Spokane, WA

Kara is the Deputy Project Manager for a study supporting the Spokane Regional Transportation Council in developing a corridor plan that identifies opportunities to mitigate traffic congestion and improve safety for all users. All strategies are being evaluated through a practical solutions approach, focused on cost-effective solutions to improve safety, congestion, and options for all modes.

Multnomah County On-Call - Willamette River Bridges Temporary Traffic Control Plans, Multnomah County, OR

Kara served as the project engineer supporting Fehr & Peers's work creating traffic control plans for six bridges in Portland. The project required extensive coordination with Multnomah County, PBOT, and TriMet staff.



Kendra Breiland, AICP

Principal-in-Charge

EDUCATION

- M.A., Urban Planning, University of California, Los Angeles
- B.S., Environmental Policy Analysis and Planning, University of California, Davis

REGISTRATIONS

American Institute of Certified Planners (AICP)

ABOUT

Kendra has over 15 years of experience specializing in all aspects of transportation planning, including comprehensive planning, multimodal planning, corridor safety studies, fee program development, and transportation finance. She has managed numerous transportation on-call contracts and long-range transportation plans for more than 20 communities in Washington and Oregon. Kendra has a strong working knowledge of state and federal requirements and routinely leads multidisciplinary teams. She excels on projects that require flexibility, creativity, and interaction with diverse stakeholders.

RELEVANT EXPERIENCE

City of Kent TMP, Concurrency, and Impact Fees, Kent, WA

Kendra is leading this project to assist the City of Kent with the development of their Transportation Master Plan, which provides a framework to guide transportation investments over the next 20 years in accordance with the community's transportation priorities. The plan includes the development of the City's transportation priorities, level of service policies, and a new customized travel demand model.

Thurston County On-Call Engineering & Professional Consulting Services, Thurston County, WA

Fehr & Peers has been providing on-call traffic engineering and transportation planning services to Thurston County since 2018. Kendra is managing the on-call, which has so far involved outreach support to the County to promote its Transportation Benefit District and an update of its transportation impact fee program, which has involved developing a project list, modeling current and future year growth, and developing a fee schedule and rate study.

City of Kirkland On-Call, Kirkland, WA

Kendra is currently managing this on-call to provide engineering and professional consulting services for the City of Kirkland. To date, task orders have included traffic operations to support planning for transit-oriented development around Kingsgate Park & Ride and intersection improvements at 6th Street and Central Way.

Issaquah Mobility Master Plan, Pedestrian Crossing Standards, and Complete Streets Guidelines, Issaquah, WA

Kendra led this project to update Issaquah's transportation policies and standards to ensure that infrastructure is designed to enhance safety, accessibility, and mobility for all users. Fehr & Peers reviewed existing practices and introduced innovative practices in four key documents that guide City transportation policy and implementation.



Chris Grgich, PE, PTOE

Engineering Lead

EDUCATION

B.S., Civil Engineering, University of New Mexico

REGISTRATION

- Professional Traffic Operations Engineer
- Professional Civil Engineer

AFFILIATIONS

- Institute of Transportation Engineers
- ITS WA

ABOUT

Chris has over 14 years of experience specializing in traffic engineering, traffic impact analysis, and intelligent transportation systems (ITS). He has prepared plans for numerous projects related to signal design, intersection and roundabout improvements, highway construction, signing and striping, and pedestrian safety and mobility. He recently led the signal design work for two traffic signals in Liberty Lake, incorporating ITS components such as radio interconnect to provide signal communication and radar vehicle detection for oncoming traffic.

RELEVANT EXPERIENCE

City of Lynnwood On-Call Traffic Signal Rebuild Program, Lynnwood, WA

Chris is managing this on-call, which includes traffic signal design, signal revisions, installation of conduit for fiber, design to meet ADA requirements for related curb ramps and pedestrian amenities, and right of way acquisition. To date, work has included complete conceptual level design, cost estimates, and a prioritized implementation plan for signal upgrades at eight priority intersections. Fehr & Peers is currently scoping the second task order to design the first three intersections.

Central Way/6th Avenue Multimodal Concept Design, Kirkland, WA

As part of the traffic engineering on-call with the City of Kirkland, Chris is currently leading concept designs for multimodal improvements at the 6th Avenue/Central Way intersection. The project is considering concepts for serving transit, bicycles, and pedestrians at an existing traffic signal that create an entrance to Downtown Kirkland from the east. Alternatives considered shared and separate transit lanes, bicycle only phasing, and enhanced pedestrian facilities.

City of Shoreline On-Call Traffic Engineering, Shoreline, WA

Fehr & Peers has been serving as Shoreline's on-call traffic engineer since 2017. Work under the on-call agreement includes traffic impact analysis (TIA) review and neighborhood traffic safety program projects. Chris recently managed a traffic impact analysis review for Shoreline Community College, which involved analyzing the TIA to ensure regulatory compliance with City standards and addressing considerations like assumptions made and data quality and accuracy.



Sarah Peters, AICP

Planning Lead

EDUCATION

- Master of Urban and Regional Planning, University of California, Los Angeles
- B.A., Liberal Arts, St. John's College, Annapolis

REGISTRATIONS

American Institute of Certified Planners (AICP)

AFFILIATIONS

- American Planning Association
- Association of Pedestrian and Bicycle Professionals
- Women's Transportation Seminar

ABOUT

Sarah is an associate with expertise in multimodal corridor studies, sub-area planning efforts, bicycle & pedestrian planning, parking studies, transportation impact analyses, and transportation demand management (TDM). She has developed TDM plans for numerous agencies and creates performance metrics and impact assessment tools to support the development of multimodal and low-emission transportation systems.

RELEVANT EXPERIENCE

Nehalem Bay Transportation System Plan, Nehalem Bay, OR

Sarah is serving as the Wheeler Community Lead for the Nehalem Bay TSP. In addition to conducting analysis of existing and future conditions and developing project deliverables, she recruits and engages community stakeholders and facilitates conversations about goals, priorities, and best practices using non-technical language.

Issaquah Mobility Master Plan, Issaquah, WA

Sarah managed the development of Issaquah's first Mobility Master Plan, working with City staff and a local outreach consultant to develop materials for and conduct extensive community and stakeholder outreach. Working closely with the City's Transportation Advisory Board, she developed goals and evaluation metrics, identified key corridors for active transportation, and identified a suite of projects to advance the community's priorities for its transportation system.

On-Demand Transportation Services Solutions Study, Josephine County, OR

Sarah served as project planner for this assessment of on-demand transit options for Josephine County. Sarah developed on-demand service alternatives to expand transit access and provide low-cost solutions for transit trips as well as first/last mile connections to longer-distance transit trips. This data-driven analysis served as a final operations model for first/last mile on-demand service for Josephine County and as a pilot for the state of Oregon.

First/Last Mile Access Study, Washington County, OR

Sarah was lead planner on this project to analyze integrated first/last-mile transit access strategies for Washington County. Fehr & Peers prepared a project list highlighting strategies to improve first/last-mile access and connectivity, including access improvements for pedestrians and bicyclists and new technology.



Cadell Chand, EIT

Project Engineer

EDUCATION

- M.S., Transportation Engineering, Oregon State University
- B.S., Civil Engineering, Oregon State University

REGISTRATIONS

Engineer-in-Training (EIT)

ABOUT

Cadell is a transportation engineer specializing in active transportation, emerging trends and technologies, and equity in transportation. He started his career in transportation at the Driving, Bicycling, and Freight Simulator Lab at Oregon State University, and is proficient in Civil3D, MicroStation, AGi32, VBA, GuideSign, and Synchro. Cadell also has experience with transportation policy at the state level in an advisory role to ODOT. Cadell has used his expertise in transportation design, operations, and policy to deliver several successful projects to various clients.

RELEVANT EXPERIENCE

Evergreen/Mud Bay Interchange Alternatives, Thurston County, WA

Cadell served as lead analyst and conceptual drafter for this project to analyze a number of interchange improvement alternatives at the existing stop-controlled interchange between Evergreen Parkway and Mud Bay Road west of Olympia. This evaluation includes signalization and roundabout alternatives. Cadell's draft designs were praised by the client.

Ellensburg Signal Coordination, Ellensburg, WA

Fehr & Peers provided traffic signal retiming and coordination analysis for three corridors in Ellensburg. Cadell served as the technical staff for the project, building and updating the Synchro model using Ellensburg's current signal timing and phasing plans, and assisting in the signal coordination analysis.

Issaquah TIP Cost Estimates, Issaquah, WA

Cadell was an analyst on this project to identify key elements to prepare planning level cost estimates for projects from various planning documents. The projects included trail resurfacings, grade separated trail crossings, roadway widening, repaving, rechannelization, bike lane construction, and bike lane signing and striping improvements.

Transportation System Plan Update, Tigard, OR

Fehr & Peers is updating the City of Tigard's Transportation System Plan to reflect 2040 forecast conditions. Cadell is an analyst on the project and developed a Synchro model for existing conditions, adjusted volumes according to ODOT's Analysis Procedure Manual, and reviewed City documents, codes, and ordinances for the existing conditions report.



Briana Calhoun

Project Planner

EDUCATION

- M.S., Civil Engineering, University of Washington
- B.S., Environmental Studies, University of Oregon

AFFILIATIONS

- Women's Transportation Seminar
- Institute of Transportation Engineers

ABOUT

Briana is a senior transportation planner with experience on transportation projects throughout Oregon and Washington. She specializes in safety analysis, transportation system plans, multimodal project planning, and traffic operations analysis. She has worked with both large and small communities to develop transportation goals and policies that meet their residents' needs and set a direction for the future. Briana has led multimodal project scoring and prioritization, downtown circulation and traffic management analysis, goals and policies development for long range infrastructure plans, and network connectivity evaluations.

RELEVANT EXPERIENCE

Willamette River Bridges Temporary Traffic Control Plans, Multnomah County, OR

Briana is managed Fehr & Peer's work creating traffic control plans for six bridges in Portland. The project involved drafting traffic control plans in AutoCAD that meet federal MUTCD, ODOT, and PBOT regulations for safe and efficient lane and bridge closures. The project requires extensive coordination with Multnomah County, PBOT, and TriMet staff.

Lake Forest Park Safe Highways Study, Lake Forest Park, WA

The Safe Highways Study evaluated improvements on two state routes (SR 104 and SR 522) to enhance both regional and local mobility, provide safe accommodations for all modes, and accommodate future BRT. Briana conducted an operational analysis using Synchro and SimTraffic software according to WSDOT guidelines.

Stevenson Downtown Plan, Stevenson, WA

Briana managed this project to provide transportation recommendations with respect to safety, circulation, access, and parking. The project focused on assisting the City with planning for the future land use and transportation needs of its downtown.

Auburn Local Road Safety Plan, Auburn, WA

As lead analyst, Briana applied a systemic safety approach to analyzing collisions in Auburn according to WSDOT procedures. She led the GIS analysis to identify built environment factors that were correlated to more serious collisions, and then used those factors to identify other roadway locations that were high risk for fatal/serious injury and bicycle/pedestrian collisions. Briana recommended a set of safety countermeasures at each high-risk location and formalized a project list that the City could use to apply for HSIP funding.



Bridger Wineman

community engagement

Bridger is a steady, adaptable and principled public involvement professional who delivers strategies that build trust and understanding, leading to better agency decisions. As a senior project manager, Bridger currently leads multiple on-call contracts with public agencies; ensuring timely response and connecting teams with the right staff for their project and budget.

Trained in urban and regional planning he has twelve years of experience connecting with communities on transportation and other planning and policy topics. He creates public involvement strategies and tools, designs and implements surveys, analyzes demographic data, and facilitates discussions with stakeholders, technical experts and decisionmakers.

Education

Portland State University |

Master of Urban and Regional Planning, 2012

Portland State University |

B.S., Community Development, 2009

Certifications

International Association of Public

Participation | Certificates in Effective Planning, Communications and Techniques for Public Participation, 2014

Key Project Experience

The Heights District Plan Public Involvement

City of Vancouver, 2018 – present

EnviroIssues' project manager for a planning process to establish a vision for The Heights District. Led the public involvement plan, presented project approaches to technical and advisory committees, produced online open houses and surveys. Currently advising the team on implementation.

Earthquake Ready Burnside Bridge Public Involvement

Multnomah County, 2018 – present

Strategic advisor for project to plan a Willamette River crossing at Burnside Street that will withstand a major earthquake. Leads NEPA public involvement and advises EnviroIssues' project manager on overall engagement strategy including outreach to stakeholders and underserved communities.

Safer Outer Stark

Portland Bureau of Transportation, 2019 – 2020

Project manager for the project to make safety improvements to the SE Stark Street corridor in East Portland. Led the team conducting canvassing, public meetings and online engagement.

Charter Review Committee Facilitation

City of Vancouver, 2018 – 2019

Facilitator for the committee of appointed community members charged with updating the City's charter. Interviewed committee members and led group discussions to identify issues of concern. Ensured all voices were heard and helped the group work toward consensus recommendations to the City Council.



MAHSA ESHGHI, PE
Civil Design Lead

YEARS RELATED EXPERIENCE: 12

EDUCATION:

- » Master of Science, Civil & Transportation Engineering, Portland State University

LICENSURE/CERTIFICATIONS:

- » Professional Engineer: WA
- » Traffic Signal Design, OTREC
- » WSDOT Highway Runoff Manual Certified
- » Member of Women in Transportation Seminar, WTS Portland Chapter

HOW WILL MAHSA HELP YOU?

Mahsa is a civil engineer with a broad and comprehensive career background, specializing in designing and managing roadway and utility improvement projects for municipal clients. Additionally, she has provided expertise on multiple federally funded projects in Washington, and is currently managing two federally funded capital projects. This experience, paired with her excellent interpersonal skills, will enable her to be a superb mentor and team leader, as well as a highly responsive civil design lead for this project team. She believes that a strong team environment, effective communication, and maintaining high production quality are paramount to outstanding results.

KEY PROJECT EXPERIENCE

SE 1st St. 164th-192nd Improvements, City of Vancouver, WA

Improvements included pavement resurfacing and full-depth reconstruction, modification to existing and construction of new ADA ramps and sidewalks, minor signal, striping and traffic detection modifications and stormwater upgrades. This project is federally funded and follows the WSDOT LAG manual. As project manager, Mahsa was responsible for leading the design, coordinating utility relocations, and working with subconsultants. She also wrote the project specifications and developed the engineering construction cost estimate.

SW Eaton Boulevard/SR 503, City of Battle Ground, WA

This FHWA funded project improves approximately 2,700 feet of an existing two-lane road to a three-lane minor arterial with dedicated bike and pedestrian facilities. The design scope has significant environmental permitting, ROW acquisition, and coordination with WSDOT local programs. MacKay Sposito was selected to provide roadway and stormwater design, topographic surveying, traffic analysis, signal and lighting design, wetland delineation study and environmental permitting including NEPA, geotechnical and pavement design, and utility coordination. Mahsa is the deputy project engineer on this project.

Big Pasco Road & Stormwater, Port of Pasco, WA

This federally funded project will repair a significant number of roadways damaged in winter storms, and add stormwater facilities at the Port of Pasco. MacKay Sposito helped the Port work through federal requirements including elements such as: boundary resolution and land covenants; Section 106 cultural and tribal consultation; environmental permitting; project reporting and financial disbursement criteria; equal opportunity employee standards for the contractor; and federal contracting. Mahsa performed the construction plan set review (QA/QC) to ensure design compliance with City and state requirements.

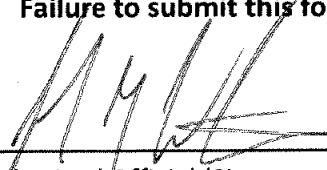


SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

GENERAL INFORMATION FORM RFQ# 20-21 ON-CALL TRANSPORTATION PLANNING

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your entity. **To be considered for this project, the submittals must be completed in accordance with this RFQ and this RFQ cover sheet must be attached.**

Failure to submit this form may result in your proposal being deemed non-responsive.



Authorized Official (Signature)

May 12, 2021

Date

John Willis, PE

Print Name of Authorized Official

Senior Vice President

Title of Authorized Official

Parametrix

Company Name

Ryan Farncomb

Contact Person

700 NE Multnomah, Suite 1000

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91-0914810

Federal Tax ID #

NOTE: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at <https://vancouver.procureware.com>.

SECTION 3: REQUIRED FORMS

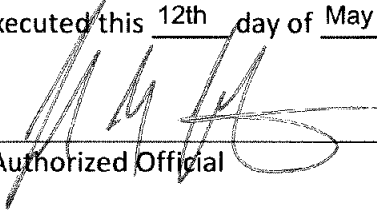
CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, John Willis, PE, hereby certify on behalf of
Parametrix that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 12th day of May, 2021.



Authorized Official

John Willis, PE

Typewritten Name

Senior Vice President

Title of Authorized Official

NONCOLLUSION AFFIDAVIT

STATE OF Oregon)

ss.

COUNTY OF Multnomah)

John Willis, PE, being first fully sworn, on oath says that () he certifies that the bid above submitted is a genuine and not a sham or collusion bid, nor made in the interest or on behalf of any person not therein named; and () he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from proposing; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

[Signature]
Authorized Official

John Willis, PE

Typewritten Name

Senior Vice President

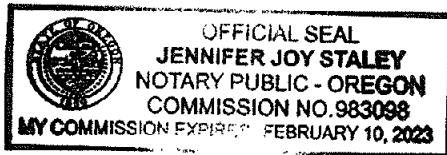
Title of Authorized Official

Subscribed and sworn to before me this 12 day of May, 2021.

[Signature]

Notary Signature

Notary Public in and for the State of Oregon, residing in Portland, OR.

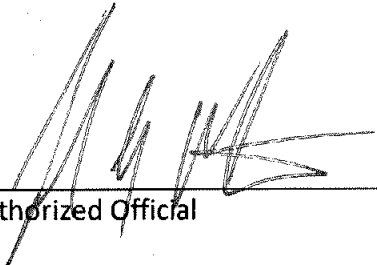


CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

Parametrix, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this bid.

The bidder certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.



Authorized Official

John Willis, PE

Typewritten Name

Senior Vice President

Title of Authorized Official

May 12, 2021

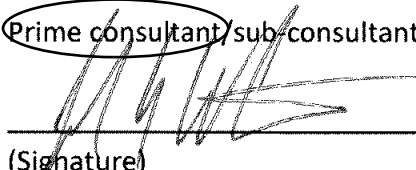
Date

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Parametrix has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant (circle one)



(Signature)

John Willis, Senior Vice President, May 12, 2021

(Date)

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Espousal Strategies* has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant(circle one)



(Signature)

May 10, 2021

(Date)

*Espousal Strategies is part of the WSDOT Safe Harbor Indirect Cost Rate Program. The rate is not subject to audit. A letter dated August 6, 2020 is attached for verification.

August 6, 2020

Johnell Bell, President/Owner
Espousal Strategies, LLC
101 SW Madison #8274
Portland, OR 97207-2120

- Re: Espousal Strategies, LLC
Safe Harbor Indirect Cost Rate

Dear Mr. Bell:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Espousal Strategies, LLC. We conducted our assessment based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-compliant rate at this time.

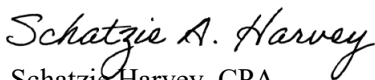
We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Espousal Strategies. The Safe Harbor rate is effective on August 6, 2020.

Espousal Strategies has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. You may use the Safe Harbor Rate of 110%, or 80% for field office situations, for agreements entered into prior to August 6, 2023. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact Steve McKerney or me at (360)705-7003.

Sincerely,



Schatzie Harvey, CPA
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Larry Schofield, MS 47323
File

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Global Transportation Engineering has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant (circle one)

Monica Teresa Deal
(Signature)

5/4/2021
(Date)

**AUDITED INDIRECT COST
RATE APPROVAL**

I certify that (name of firm) Leland Consulting Group, Inc. has a current letter from the Washington State Department of Transportation (WSDOT) for an approved audited indirect cost rate in compliance with WSDOT Local Agency Guidelines (LAG) implemented on January 23rd, 2014. I understand that this is a requirement to respond to this Request for Qualifications (RFQ) and my firm will be disqualified and considered non-responsive for this solicitation if the awarding agency finds that the audit has not taken place and approval of said rate has not been given by WSDOT or that the approval letter has expired. (A current letter from WSDOT allowing an approved provisional rate is also acceptable)

I'm an authorized signatory for the firm stated above and am at least 18 years of age.

Prime consultant/sub-consultant (circle one)


(Signature)

May 6, 2021

(Date)



Table of Contents

1. Required Forms.....	Previous Pages
Cover Letter.....	1
2. Firm Profile.....	2
2.a. Company Description	2
2.b. Resources	2
2.c. Best Practices.....	4
2.d. Subconsultants.....	9
3. Professional Qualifications and Experience	10
3.a. Previous Experience.....	10
3.b. Subconsultants.....	14
4. Firm and Team Experience and Expertise	15
5. References.....	20

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

City of Vancouver

Attn: Anna Vogel

Submitted via the City of Vancouver Procurement Portal

Re: Response to RFQ No. 20-21 – On-Call Transportation Planning

Dear Selection Committee,

Thank you for the opportunity to submit our qualifications for on-call transportation planning services! We're excited to continue assisting the City to develop community-supported projects that advance safety, improve the bicycle and pedestrian network, and increase access to transit. We've truly enjoyed working with you on the Vancouver Moves project and are looking forward to the Fourth Plain project starting this summer. Parametrix is a full-services transportation consulting firm with offices locally in Portland and Camas, offering comprehensive transportation planning, engineering, traffic operations, and public engagement services to tackle all of the City's transportation planning and design needs.

We thrive in communities such as Vancouver that are growing, diverse, and forward-looking in how the transportation system can help make people's lives better. We care about the City of Vancouver and its future, and that means we're dedicated to engaging all citizens, delivering quality work, and crafting implementable solutions.

Our team offers the City:

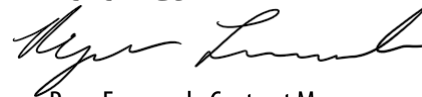
- **Strong project management and communication.** Effective management and communication are essential to delivering all projects, but especially on-call projects which can have short timelines. Our task order managers for this on-call, including Ryan Farncomb, Nadine Appenbrink, Jennifer John, Eddie Montejo, and Cory Clausen, PE, are trained and experienced managers of all types of projects and know how to keep things moving, stay on schedule, and importantly – on budget.
- **Capacity to deliver.** When the City calls, we'll be able to jump into projects immediately. Our local Portland and Camas transportation group has nearly doubled in size in the last 5 years. Additionally, we can bring in expertise and support from our regional offices including Spokane, Puyallup, Salt Lake City, and Seattle as needed. We've invested in technology and software platforms during the pandemic that have made collaboration among our offices seamless, meaning it's easy for us to work with professionals in other geographies.

- **Interdisciplinary approach.** We offer comprehensive transportation planning, traffic engineering, civil and structural engineering, and public involvement services to address any need that arises. In addition, we have environmental scientists, landscape architects, surveyors, stormwater engineers, land use planners, and travel demand modelers, among other disciplines, to identify issues, opportunities, and constraints from all possible angles. We also list several key subconsultant partners that we routinely engage with who can augment our team to provide additional specialized expertise when needed.
- **Commitment to equity and inclusion.** Equity and inclusion are at the core of our transportation planning practice, as well as all of Parametrix. We've demonstrated that commitment locally through our work on projects such as the Interstate Bridge Replacement Program and Vancouver Moves. We apply an equity lens to the full arc of projects, starting with understanding the community we're planning and designing for, then identifying the tangible outcomes desired.

In this proposal, we describe some of the approaches and best practices that we apply to transportation planning and design projects. Understanding the needs of each unique neighborhood and community; developing plans and projects that advance equity, safety, and comfort; and always keeping an eye toward implementation are the core elements of our overall approach. We're looking forward to continuing to work with you, and please don't hesitate to reach out with any questions about our proposal, prior work, or qualifications. We look forward to hearing from you.

Sincerely,

Parametrix



Ryan Farncomb, Contract Manager

503.416.6868 direct | rfarncomb@parametrix.com

inspired people. inspired solutions. making a difference.

2. Firm Profile

2.a. Company Description

Client-Focused Solutions

Planning for the future of transportation in a rapidly changing world requires creative ideas and flexible delivery. Our transportation planners, public relations specialists, engineers, and scientists combine their expertise to deliver solutions that consider your projects from all angles – making a positive, lasting difference in your community.

The Employee-Owner Difference

Our clients tell us that what matters most to them is working with people they trust. Through an intentional culture that celebrates employees and employee ownership, we attract and keep staff who care about the communities we work in, and who work hard to build and maintain long-term relationships with our clients. Because our employees are also owners, with a personal stake in the company, they know that your success is their success too.

FIGURE 1. Parametrix by the Numbers

A 52-year history and hundreds of employee-owners result in enthusiastic, responsive delivery when you need it most.



2.b. Resources

Our number one resource is our staff. The organizational chart below introduces the staff we will assign to your work.

FIGURE 2. Team Organization

PROJECT PARTNERS

Espousal Strategies¹

Global Transportation Engineering²

Leland Consulting³



Contract/Task Order Manager

Ryan Farncomb

Ryan is a proven project manager with recent experience in Vancouver, combined with 10+ years of experience in planning and designing multimodal systems.



Senior Advisor

Darby Watson, AICP

Darby honed her leadership skills in key roles at agencies such as the Seattle Department of Transportation. She thrives on finding unique solutions to urban challenges.



Task Order Manager

Eddie Montejo

A planner, facilitator, and engagement specialist, Eddie cuts through planning buzzwords and focuses on results, helping communities make meaningful progress.



Task Order Manager

Nadine Appenbrink

Nadine combines land use and transportation expertise, meaning she “gets” the bigger picture and has a track record of implementation-ready plans.



Task Order Manager

Jennifer John

Jennifer’s economics background and long career in transit and transportation analysis combine to help agencies plan projects, and apply for and win grants.



Task Order Manager

Cory Clausen, PE

Cory specializes in urban transportation design with a focus on multimodal facilities. He is passionate about implementing safe projects for all road users.

Professional Resources

DESIGN/ANALYSIS

Street Design
Cory Clausen, PE

Bicycle/Pedestrian Facility Design and Striping/Traffic Marking
Cory Clausen, PE

Lighting/Signal Design
Chuck Schott, PE, PTOE
Monica Leal, PE²

Transit Facility Design
Sam Daleo, PE

Traffic Engineering
Ryan LeProwse, PE, PTOE

Structural Engineering
Mike Pyszka, PE

CAD Support
Sam Daleo, PE

TRANSPORTATION PLANNING

Bicycle/Pedestrian Planning
Jason Nolin

Transit Planning
Kelly Betteridge
Jennifer John
Ryan Farncomb

Project Evaluation/Development
Ryan Farncomb

Urban Design
David Sacamano, PLA, LEED AP

Travel Demand Modeling/Analysis
Jennifer John
Elizabeth Healy

Economics and Market Analysis
Brian Vanneman³
Sam Brookham³

Permitting
Taya MacLean, PLS

Environmental Resources
Jennifer Hughes

PUBLIC OUTREACH

Meeting/Open House Planning and Facilitation
Eddie Montejo

Visualization Tools
Ian Kilpatrick

GIS/Data Management
Chad Tinsley

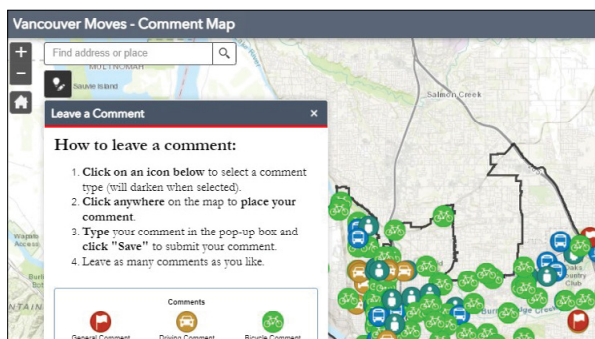
Transportation Equity
Johnell Bell¹
Jake Warr¹

Parametrix

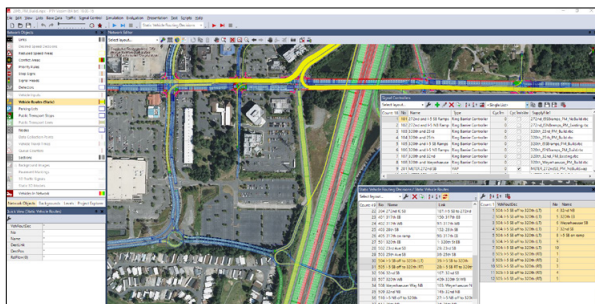
2.b. Additional Resources

Tools that will Enhance Communication and Deliver Results-Driven Plans

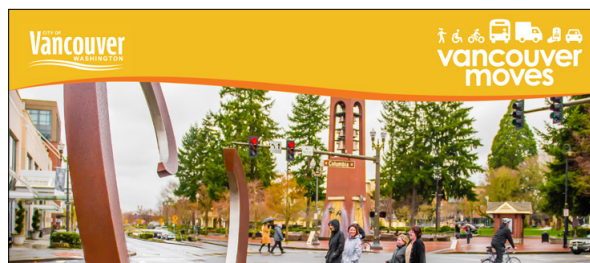
On-call contracts require a broad range of services – this page showcases selected resources and tools that will add value to your projects.



Through a **secure web map**, your staff and ours easily share project data across the broader team. Surveys and comment maps within GIS facilitate collaboration. The visual nature of the tools eases data-based decision-making for individuals across all technical backgrounds.



Our traffic engineers are proficient in **traffic modeling and analysis** software including EMME, StreetLight, Remix, HCS, CUBE, SIDRA, Synchro, Sim Traffic, VISSIM, and VISUM – tools that help you understand benefits and impacts of planned projects.



Story Maps such as the one we prepared for *Vancouver Moves* reach clients in their homes. Since using this platform, our clients have seen a rise in community input as people learn about and provide feedback on projects.



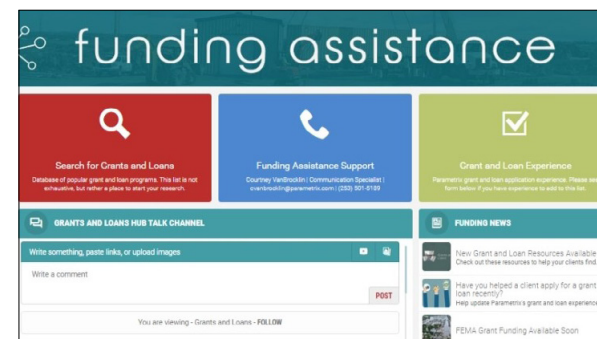
3D modeling and visualization tools enable more efficient design development. They help inform the public, facilitate communication between disciplines, and reduce risk during implementation. We acquired CivilFX in 2020 to broaden our ability to deliver these benefits.



Our **environmental planners and scientists** understand and will help you address the regulations that will affect proposed projects – for example, requirements of WSDOT, FHWA, and the Washington State Department of Ecology.



With an **FAA-certified drone pilot** located minutes from downtown Vancouver and part of a **full-service survey team**, we can provide aerial imagery and other data that supports your public outreach and informs your decisions.



In the last 10 years, we have secured over \$150 million in **project funding** for our clients. The image above shows an internal resource for staff to identify and research possible grant funding opportunities, highlighting our commitment to helping clients secure funding.



In-house **civil and structural engineers** work with planners to develop implementation-focused plans and accurate cost estimates. Tools include programs such as CAD, Civil 3D, InRoads, and others.

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2.c. Best Practices

Introduction to Our Best Practices

How we deliver your work is important. Following best practices results in efficient delivery with a stronger focus on the City's goals and the best use of limited resources.

This section introduces our best practices in three main categories:

- ✓ **Project Management Best Practices.** This section outlines our best practices and tools for overall project delivery. It shows how we manage budgets, schedules, quality control, and risk to make sure that our work gets the results you want, the first time.
- ✓ **Transportation Planning and Design Best Practices.** This discussion highlights practices we follow and tools we use to deliver plans and designs that meet your goals, address any regulatory requirements, focus on safety, and ultimately result in implementation.
- ✓ **Public Outreach Best Practices.** Our outreach section discusses best practices and tools that help you and the community members you serve share information in a way that benefits everyone, and better informs your decisions, based on community input.

✓ Project Management Best Practices

Ryan will start each task order by confirming your goals, the decision-making structure, and how and when we'll involve your leadership. He'll also discuss the project scope, budget, and schedule with you to ensure that he assigns the task order manager best qualified for the job, with the availability to provide responsive delivery.

The task order manager will then manage the Parametrix team throughout, with frequent communication to keep Ryan and your leadership informed. They will provide weekly updates and coordination calls to let all team members know early on when their engagement will be needed. For effective management, the task order manager will apply the following principles:

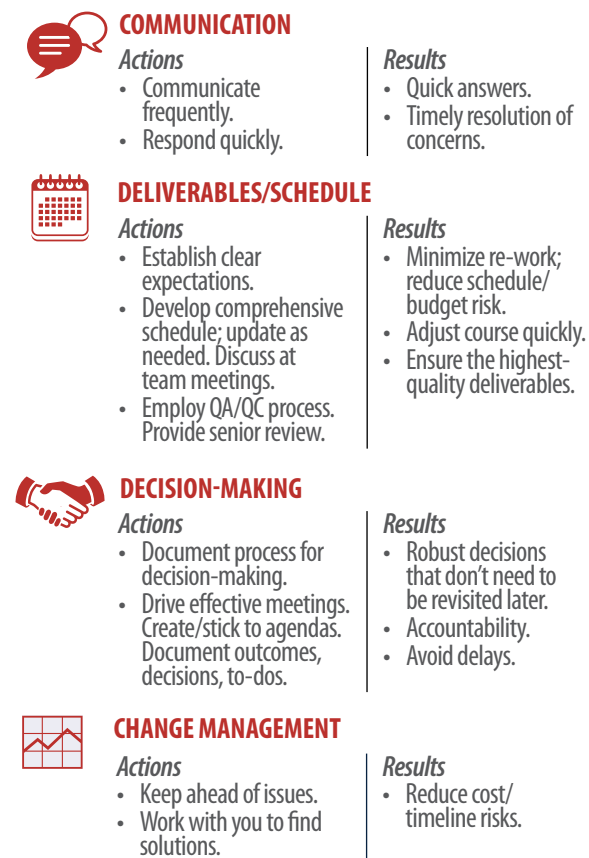
Start with a Clear Plan

As each task order begins, the manager will create a work plan with schedules, budgets, and communication protocols to put the entire team on the same page. This upfront agreement is essential to staying on budget and schedule, and ensuring mutual understanding of expectations. The schedule will detail team meetings, stakeholder meetings, and touchpoints with your leadership, providing members with clear expectations for deliverable due dates. We use collaboration software such as Teams or SharePoint to share documents and store meeting agendas and notes, the project budget, and scope. The task order manager will provide direction for use of these tools so that all consultant and City team members understand protocols and have access.

Stay on Budget and within Schedule

Our proactive project management keeps projects on budget and anticipates schedule issues to minimize or avoid delays.

FIGURE 3. Best Project Management Practices



We will stay on top of budgets and schedules through the following tactics:

- **Earned Value:** Our project managers are trained in the earned value approach to monitoring budgets. Custom tools allow project managers to quickly calculate metrics such as estimate-to-complete, estimate-at-complete, cost variance, schedule variance, and other metrics that provide a solid picture of whether a project is on track.

Parametrix

- **Weekly Reports:** Project managers are issued weekly reports that detail which staff worked on tasks in the previous week, as well as updates on individual task/subtask budgets. They will use these tools to keep you informed on overall progress and on task-by-task budgets.
- **Team Check-ins:** Regular internal and subconsultant team check-ins are important to monitor level of effort and identify any issues immediately.
- **Flexibility:** We adjust level of effort on subtasks as work progresses, without a change to the total project bottom line – for example, underruns on one subtask could be applied to provide extra support for a subtask that requires more effort.

Deliver Quality Products

We'll deliver quality products from the first draft through our final deliverable. The manager will review all products before they go out the door, and Ryan will provide a quality review – when Ryan is the task order manager, senior advisor Darby Watson will provide these reviews. Parametrix requires implementation of our QA/QC program, including verification and documentation for each deliverable. Our program includes the *Parametrix Quality Guidance Document* and *Parametrix Quality Protocols*.

Save Money and Time

We employ tactics whenever possible to save our clients time and money. We look for these opportunities during project scoping and incorporate them into project cost estimates and schedules. Cost-saving tactics include:

- **Making best use of meetings (in-person and online).** Meetings are critical to keeping projects moving, sharing ideas, and taking feedback. We also know that many of us have too many meetings on a given work day. We hold short, productive, and focused meetings to minimize the time needed of the whole team and keep things moving.

In-person meetings and events are invaluable in terms of connection and discussion with others, and hopefully soon in-person gatherings can occur again safely for all of us. However, we are judicious with our in-person meeting time and aim to accomplish multiple goals with in-person meetings. For example, we often schedule team meetings in person on the same day as other in-person public events to save time and money.

- **Using electronic deliverables for interim products when possible.** Creating electronic version of products that would typically take the form of memos can save time and also result in a more useful presentation of the information. For example, existing conditions information can often be captured in a StoryMap that both is more interactive than “static” information and maps in a memo and is also quicker to prepare.
- **Re-applying tools used for other projects or processes.** We've created multiple tools and processes – from

streamlined demographic data processing tools, to algorithms that quickly estimate bicycle level of stress, to planning-level cost estimating spreadsheets – that can be easily applied to new projects, saving time and money.

- **Building off work completed previously.** In all cases, we'll use planning or engineering work created previously to inform our work. There's no need to reinvent the wheel if existing plans, databases, or other work can inform what we're doing.
- **Right tool for the job.** We focus on right-sizing our processes and tools for the job at hand. The right technical tool, public engagement tactic, or planning process is key to wise use of resources. For example, for the Fourth Plain Lane Safety project we are starting soon with the City of Vancouver, we recommended a different traffic analysis tool that could meet the project's needs at a much reduced cost compared to the original tool under consideration.

Addressing Risk

Risk is inherent to every planning or design project. At the start of each project, we will document anticipated risks (both internal and external), their potential effects on the project, and how we will mitigate that risk. We capture this information in a simple risk matrix. **Figure 4** shows an example of a risk matrix.

FIGURE 4. Risk Matrix

Concern/Risk	Effect	Response Action	Potential Risk
Tight project schedule for work in Q1 and Q2 of 2021	Potential for delay in delivering certain project tasks	Monitor and proactively manage the schedule. The schedule will be included in the PMT meetings with the client and the team. Variances in the schedule will be addressed with team and the client as soon as they are identified.	Schedule
COVID-19	Limits in-person interaction, creates unanticipated issues for all team members	When possible, notify consultant project manager if a disruption is expected. Meetings that would normally take place in person will be held using Microsoft Teams.	Schedule, Budget

Our Approach Philosophy

Our approach to transportation planning and design rests on three main tenets:

Focus on the community: We've made a considerable effort to get to know the City of Vancouver and the broader community. We're continuing to expand our understanding through Vancouver Moves and the upcoming Fourth Plain project. This understanding will be our foundation for approaching your projects – from engagement strategies, to desired outcomes, to the technical analysis. This means we engage meaningfully, at the right time, and ask questions that will result in better outcomes.

Plan and design for people: Transportation is a means to an end. The system allows people to get to work, supports economic development, and facilitates connection within and between neighborhoods. We consider the people we're doing the work *for*, including a focus on historically underserved communities who may be disproportionately harmed (or benefited) by plans and projects. This focus on all people means we consider the benefits, costs, tradeoffs, and consequences (intended or unintended) of decisions and how they affect all users – and especially those who are most vulnerable.

Keep an eye on implementation: As a full-service firm, all our planning and design work keeps a strong focus on future implementation. This means designing to avoid environmental constraints, creating cost-effective solutions that can actually be built, and looking for opportunities to phase improvements over time. Our planners, engineers, landscape architects, urban designers, environmental planners, travel modelers, traffic engineers, and surveyors bring critical perspectives that together enhance your ability to move from drawing on a whiteboard to concrete on the ground.



Transportation Planning and Design Best Practices

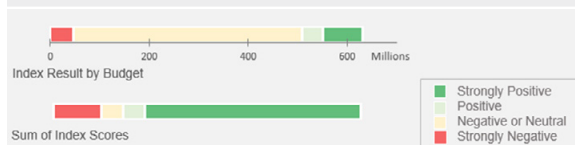
We assist clients on all types of roadway and transportation projects, including road reconstruction, widening, overlays, Americans with Disabilities Act (ADA)-compliant non-motorized facilities, and traffic improvements. Our planners and engineers work on multidisciplinary teams regularly, and provide value through their experience, technical diversity, and knowledge of local, state, and federal design standards.

Because we focus on implementation, our planning work feeds directly into conceptual design, and then into later

Broad, Cutting-Edge Experience

Parametrix is working on some of the most cutting-edge planning, policy, and design work in the Pacific Northwest. Our team is currently engaged on:

- A novel **greenhouse gas evaluation process** for the State of Oregon to understand the emissions impacts of transportation investments (see graphic below).



- A **transit and housing study** to understand the best policies for co-locating transit investments and housing in communities of all sizes.
- A **coastal trails improvement study** that is looking to prioritize trail investments that also serve as tsunami evacuation routes for local communities.
- Siting and design of a **transit center and major mobility hub** in a suburban area of Salem, Oregon, to increase mobility for all.

These projects are a testament to Parametrix's broad expertise, as well as our ability to think critically about new and emerging transportation issues.

phases of project development, design, and construction. Having planners, engineers, and urban designers under one roof and working together results in better projects; it helps identify the full scope of potential issues, opportunities, and constraints early on to avoid issues later.

Safety for all users is at the core of our work. We have delivered dozens of safety studies that resulted in clear countermeasures that addressed known or potential safety concerns. Identifying safety concerns also informs project phasing and implementation – addressing safety concerns illuminates which project elements should be implemented first. Through ongoing learning and conferences, we keep tabs on the latest safety interventions and countermeasures.

We start all design projects by determining ADA requirements. This is critical on elements such as curb ramps to ensure we design within prescribed standards: maximum cross slopes, running grades, turning spaces for those using mobility devices, vertical surface discontinuities, etc.

Finally, our engineering staff use custom Excel tools to quickly develop planning-level, preliminary, and final cost estimates that rely on recent bid tabs and ensure accurate pricing. We update the pricing frequently to stay up to date and also compare our estimates to actual bids.

Figure 5 shows our record of accurate cost estimates on selected recent projects.

FIGURE 5. Record of accurate cost estimates

Project Name	Low Bid	Parametrix Estimate	High Bid
Scotch Church Rd Bridge	\$3.52M	\$3.58M	\$3.71M
Tanner Creek Culvert	\$248K	\$312.8K	\$421.6K
Hagg Lake Guardrail	\$2M	\$2.3M	\$2.3M
Hagg Lake Slide Repair	\$572K	\$649K	\$1M
SW 175th/Kemmer RAB	\$3.99M	\$4.23M	\$5M

Parametrix

Best Practices for Specific Areas of Transportation

In anticipation of the types of transportation planning and design projects we know the City has coming soon, we've focused here on a few areas:

Multimodal facility planning and design

Transit

We know that the City and its leaders are focused on increasing safety and fostering a multimodal transportation system. We also describe our planning and engineering best practices in the same breath in most cases – evidence of our interdisciplinary approach that yields the best outcomes.

Multimodal Facility Planning and Design

Active transportation is at the forefront of our practice. We've developed biking and ADA-compliant walking facility plans and projects for communities across the West, meaning we bring experience from geographies similar to Vancouver, as well as lessons learned from other places. Following are best practices we apply to multimodal projects:

- **Start with the users.** Young children, older adults, and people who use mobility devices require different facility types and designs to ensure comfort and safety. We start by understanding their needs.
- **Apply the right standards.** Starting with the facility owner (e.g., City, WSDOT, or County) and the relevant standards is critical. Other resources, such as the NACTO Urban Street Design Guide or the FHWA Small Town and Rural Design Guide, also serve as excellent resources for more out-of-the-box design solutions that may be appropriate in the Vancouver context.
- **Focus on implementation and future maintenance.** Too often, cost and difficult implementation – with regard

to constructing in built-up urban corridors – are given short shrift. We keep these considerations in mind to keep implementation costs down and reduce temporary or permanent impacts. We also consider maintenance of these future facilities. Designs that rely on lots of thermoplastic and paint can be less costly to construct, but will require long-term maintenance investments. In some cases, hardscape facilities such as dyed concrete or curb separation may cost more up front, but overall, cost less when considering long-term maintenance. We can weigh these tradeoffs with the City on every project.

- **Consider the network.** Complete biking and walking networks are a necessity – isolated segments of sidewalk, bike lane, or trail that do not provide a continuous facility will deter all but the most confident people. A focus on the network helps ensure we're addressing gaps and building continuous, safe, and comfortable facilities. It also helps ensure that we're planning and designing for a consistent and predictable experience for users.

Success Story: Low-Cost, High-Benefit Multiuse Facility



For the City of Poulsbo, WA, Parametrix conducted traffic analysis and developed the design for converting a waterfront street (Fjord Drive) to a multiuse facility. This project was completed at extremely low cost to the City, but created a safe, comfortable (and scenic!) walking and cycling route. This project is an example of our ability to think out of the box to create lower-cost alternatives that provide huge benefits.

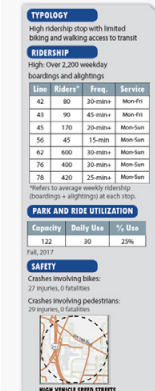
Transit Facilities

Parametrix has led some of the most complex transit planning and design projects in the Pacific Northwest, including BRT and light rail in the Puget Sound, Portland, and Spokane, and work with C-TRAN on the Mill Plain BRT. We've also led innovative smaller-scale projects from planning for new services, to developing mobility hub concepts, to stop and station design. We implement Public Right-of-Way Accessibility Guidelines (PROWAG) to ensure transit facility accessibility. We also rely on our decades of experience planning and designing FTA-funded projects.

From a planning perspective, we apply unique analyses such as FTA's Simplified Trips on Projects (STOPS) model to assess potential ridership from planned transit investments. We also bring experience planning for the integration of new mobility options such as bike-share and scooter-share into the development of transit facilities. Since the City is not the direct operator of transit, we anticipate that access to transit on the City-owned system will be a common planning and design consideration. We've led innovative first/last mile studies and implementation of novel tools such as engaging the private sector in shuttle services.

Success Story: Strategic Solutions for First/Last Mile

WASHINGTON SQUARE TRANSIT CENTER



Nadine Appenbrink was the deputy project manager and Eddie Montejó was the planning lead in a project to assess first/last mile access to transit and market characteristics in Washington County, OR. Eddie also led the development of discrete transit hub typologies and a framework for engaging private-sector partners on emerging mobility concepts such as agricultural shuttles and shared micromobility services.



Public Outreach Best Practices

We are committed to meaningfully engaging the Vancouver community. Public engagement lead Eddie Montejo brings recent experience with outreach in Vancouver, and is leading engagement on Vancouver Moves – the City's Transportation System Plan. He is also currently leading environmental justice and outreach efforts on the Interstate Bridge Replacement Program and for the Port of Vancouver. As engagement lead, Eddie is supported by a team of engagement professionals, including Jason Nolin and Nadine Appenbrink.

Taking lessons learned from these experiences, our approach to and philosophy of public outreach is based on the following principles:

- **Lead with equity outcomes.** While inclusion is about bringing people to the table to discuss the issues, equity is about ensuring diverse community values, needs, and priorities are meaningfully reflected in **outcomes**, with an emphasis on uplifting the voices of historically underserved communities including Black, indigenous, and people of color (BIPOC) communities, low-income individuals and households, people with disabilities, and international language communities. Our approach centers on not just hearing from people, but on integrating their values and priorities in decision-making.
- **Coordinate City outreach to the extent possible.** We've learned that communicating with the Vancouver community on a project-by-project basis can be inefficient, confusing, and contribute to engagement burnout. More often, Vancouver's community members want to know how and why the City's planning efforts are connected. Building on existing relationships with City communications staff, we'll look for opportunities to conduct outreach in a unified voice and to leverage a single touchpoint to gather feedback for multiple projects.

- **Conduct culturally aware and respectful engagement.** Vancouver is home to several ethnic and international communities, with substantial Spanish, Russian, and Vietnamese-speaking populations (among many others). Translating outreach materials to these languages is important, but does not address fundamental differences in how different cultures value their time or engage with government processes. Recognizing this means being comfortable going off-script as appropriate to build trust.
- **Ensure outreach tools are inclusive and accessible.** The pandemic has forced us to rely on technology more than ever. Online tools help us expand our outreach – we also know that these tools can leave some people behind. We address this gap by ensuring our technology solutions are as accessible as possible, while also using traditional outreach methods. This means we can create online tools that are optimized for both web and mobile users, work with ADA-compatible screen readers, and offer built-in translation capabilities. To gather diverse feedback, we'll also lean on strategies such as targeted mail in multi-family residences, posters in high-traffic locations such as grocery stores and pharmacies, and intercept interviews in busy public spaces such as the Vancouver Farmer's Market.

Success Story: Visualization Tools Aid Outreach



Team member Ian Kilpatrick developed this visualization as an example option for reconfiguring road space on Vancouver's Fourth Plain Boulevard.

Success Story: Engaging the Vancouver Community



As part of his master's program, Eddie helped lead the Fourth Plain Forward Action Plan (2015) which focused on identifying actions to support small businesses, provide economic opportunities for families, and leverage the benefits of transit investment. Eddie meaningfully engaged business owners, residents, and community leaders along Fourth Plain to gather feedback on a wide range of investment opportunities for the corridor, leading to the formation of the Fourth Plain Coalition and International Business District.

In this photo, two young residents are showing Eddie where they feel safe walking and crossing Fourth Plain to get to Evergreen Park on Fourth Plain Boulevard.

We can right-size our broad public outreach toolbox depending on the local context:

- **Websites and landing pages.** We develop engaging, cost-effective websites and landing pages using tools such as ArcGIS Story Maps or the City's existing BeHeard platform. We also develop fully customized websites using more robust platforms such as WordPress or Wix. Our sites are ADA-accessible, use keywords for search engine optimization (SEO), and function across a variety of devices such as phones, computers, and tablets.

- **Print and online media.** Our team brings in-house capabilities to create eye-catching engagement materials such as infographics, social media posts, flyers, posters, postcards, and other media.
- **In-house Spanish translation support.** Eddie Montejó is a native Spanish speaker and brings extensive experience interpreting and translating for Spanish-speaking communities on transportation plans across the West.
- **Online surveys and open houses.** Using tools such as SurveyMonkey, Typeform, and ArcGIS StoryMaps, we weave together text, images, maps, and graphics to create fun and engaging online experiences. For example, Eddie recently developed a virtual tour of City transportation infrastructure for the Vancouver transportation system plan (TSP).
- **Consensus building and facilitation.** Our skilled facilitators and community-minded leaders can help build bridges between the City and local stakeholders. They generate consensus within multi-agency processes, moving projects forward. We also work with community-based organizations such as the Hispanic Metropolitan Chamber, Adelante Mujeres, and MetroEast Community Media. We can help the City nurture these relationships for long-term collaboration and partnership.

Success Story: Community Feedback for the Fruit Valley Neighborhood Groundwater Project



Parametrix is supporting the Port of Vancouver with a direct postcard campaign to gather feedback from the neighborhood on the ongoing groundwater cleanup at the former Cadet/Swan manufacturing sites.

2.d. Subconsultants

Our subconsultant partners bring specialty expertise that deepens our ability to provide solutions that consider every angle. Two of our three partners are also certified as small or disadvantaged businesses.

Espousal Strategies, LLC, (DBE/ESB/MBE) is a government, community, and public affairs firm led by founder/president Johnell Bell, a national government affairs, public engagement, and transit equity leader. The firm provides counsel and creative solutions for diversity, equity, and inclusion; government affairs/legislative advocacy; and community engagement and public affairs.

Espousal is an Oregon-certified DBE/ESB/MBE firm (Certification Number: 11930).



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Global Transportation Engineering (GTEng) (WBE) specializes in transportation planning and engineering. GTEng has extensive experience designing traffic signal, traffic detection, communications, and lighting systems in Washington and Oregon. GTEng staff have actively worked in Southwest Washington – including for the City of Vancouver, the Washington State Department of Transportation, Clark County, and other neighboring local communities – since 1997. GTEng is certified as a Washington Minority Women's Business Enterprise (Certification Number: M5F0024325).



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Leland Consulting Group (LCG) helps clients to understand how land use and real estate development influences transportation, and vice versa. LCG provides expertise in forecasts for population, employment, residential and commercial development; market and financial analysis; the land use aspects of corridor and transit planning; economic development; housing affordability; and other areas. During 30+ years in business, LCG has helped to plan and implement progressive development throughout the Pacific Northwest, including the Vancouver Waterfront and numerous suburban town centers and downtowns.



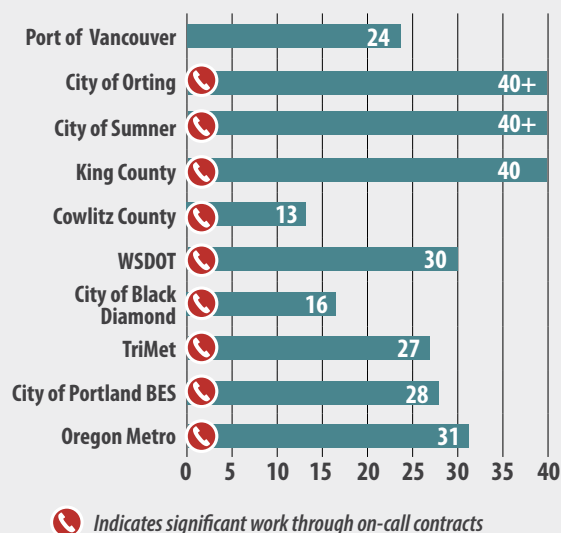
☎ 503.222.1600
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3. Professional Qualifications and Experience

3.a. Previous Experience

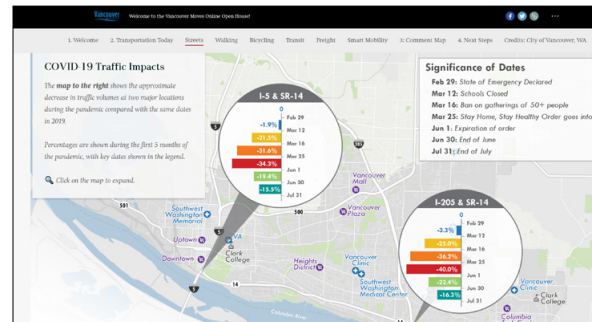
Many of our clients have been partners for decades – evidence of our commitment to serve as a trusted partner. **Figure 6** shows years of service with selected clients – with many projects delivered through on-call or task-order-based contracts. The following pages showcase our work on selected relevant projects.

FIGURE 6. Long-Term History of Service to Selected Pacific Northwest Clients



Vancouver Moves

City of Vancouver



Vancouver Moves will result in safer, more equitable access for a growing community with evolving transportation needs.

Evidence of Quality Delivery

Parametrix has met budget and schedule goals for the project to date. Outreach tools have reached a broad subset of the public, helping to build support and gain valuable feedback.

Project Summary

Parametrix is leading elements of Vancouver's TSP, including outreach and transit planning elements. Our work on the Vancouver TSP is an example of our innovative online open houses. Parametrix created this online story map to share TSP information with the community on Vancouver Moves: <https://storymaps.arcgis.com/stories/6db06018608849a29b1d1baa1e28b36e>.

Services Provided

- Transportation planning
- Public outreach

Interstate Bridge Replacement Program

WSDOT/ODOT



As we work closely with you to understand your goals for the IBR program, we will gain a deeper understanding of your broader transportation goals.

Evidence of Quality Delivery

Parametrix staff are serving in key roles for this major project, including all of our proposed on-call task managers. Our work on this project is deepening our understanding of Vancouver.

Project Summary

The complex, multi-year Interstate Bridge Replacement Program is advancing design options for replacement of the I-5 Bridge between Vancouver and Portland across the Columbia River. Parametrix staff are part of a multi-consultant delivery team, and are serving in leadership roles for a variety of service areas listed below.

Services Provided

- Management-level leadership
- Public engagement
- Traffic engineering and analysis
- Travel demand modeling
- Conceptual engineering
- GIS/data management
- Transit planning/design
- Environmental planning

Parametrix

Mill Plain Bus Rapid Transit C-TRAN



C-TRAN's plans to expand its Vine system will improve travel options and tie in with transportation networks across the City.

Evidence of Quality Delivery

The Phase 1 Locally Preferred Alternative report was unanimously approved by C-TRAN's board and helped set the project up for success during Phase 2.

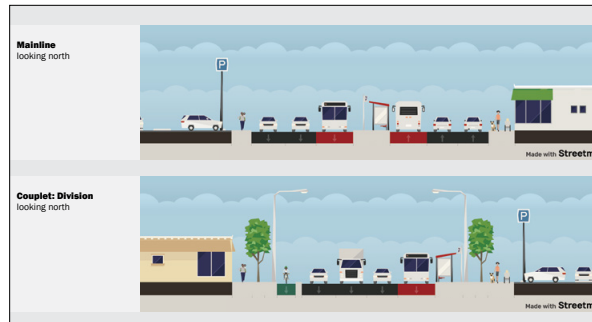
Project Summary

Parametrix is part of a multi-consultant team supporting C-TRAN's development of a BRT route on Mill Plain. When complete, the project will include 37 BRT stations and a new Mill Plain Transit Center. The route will operate between the Turtle Place Transit Station in downtown Vancouver and the area east of the intersection of Mill Plain Boulevard and SE 172nd Avenue, approximately 7 miles total. The transit center will be located northeast of the SE 6th Way and SE 184th Avenue intersection.

Services Provided

- Locally Preferred Alternative report, including evaluation criteria and a matrix comparing options
- NEPA analysis/documentation
- Planning support
- Stormwater design

Division Connects Corridor Study Spokane Regional Transportation Council



The City of Spokane, WSDOT, and SRTC engaged in this project to plan for a future Division Street corridor that prioritizes all roadway users.

Evidence of Quality Delivery

A locally preferred alternative which includes major cycling, walking, ADA, and BRT investments was adopted in April 2021.

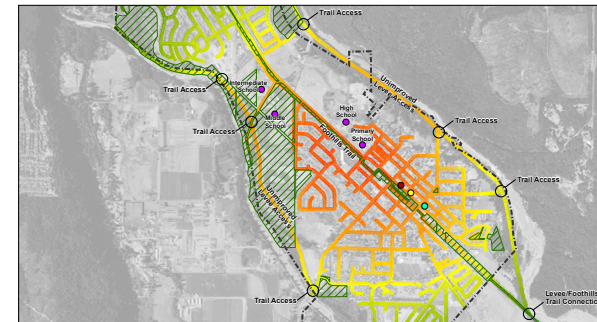
Project Summary

This project focused on multimodal improvements to a major arterial in Spokane. Division Street today has eight vehicle travel lanes in places and has major safety and multimodal mobility issues. Relying on strong engagement with the community, local businesses, and local agency partners, Parametrix developed a preferred alternative and conceptual design for the corridor. The future corridor will have BRT, a network of bicycle tracks and paths, sidewalk improvements, new crossings, and ADA improvements throughout.

Services Provided

- Multimodal transportation planning and engineering
- Urban design
- Public engagement

Non-Motorized Plan City of Orting



The plan will help the City increase safety, enhance mobility, and provide travel choice, while reducing emissions from transportation.

Evidence of Quality Delivery

The plan helped the City inventory their non-motorized network and prioritize investments – one such investment is a pedestrian bridge that Parametrix is now designing.

Project Summary

Parametrix provided transportation planning to assist the City of Orting to develop a non-motorized plan and update to the transportation element of their comprehensive plan. The non-motorized plan inventoried existing non-motorized facilities, evaluated pedestrian and bicycle level of stress, and identified non-motorized projects and programs to help the City plan and develop their non-motorized network.

Services Provided

- Transportation planning
- Bicycle/pedestrian planning

Transportation System Plans

Various Clients



Our TSP work with a variety of communities has helped them develop plans for transportation investments that meet current and future needs.

Evidence of Quality Delivery

Our work with communities of varying sizes and transportation needs shows our ability to right-size plans for implementing transportation improvements.

Project Summary

Parametrix and our proposed key staff have led or worked on TSPs for communities of all sizes – connecting urban, suburban, and rural towns; supporting local land use goals; providing safe connections for multiple transportation modes; and planning connections to highways. We have completed or are currently working on TSP projects for the following communities:

- Cannon Beach
- Willamina
- Douglas County
- Brookings
- City of Poulsbo
- City of Shoreline

Services Provided

- Transportation planning
- Public engagement and facilitation
- Concept design

Express and Limited-Stop Bus Study

TriMet



Innovative, data-based approach to evaluating new service types and their benefits to equity communities.

Evidence of Quality Delivery

Regional agencies were enthusiastic about the study's findings. It will support TriMet when considering new services.

Project Summary

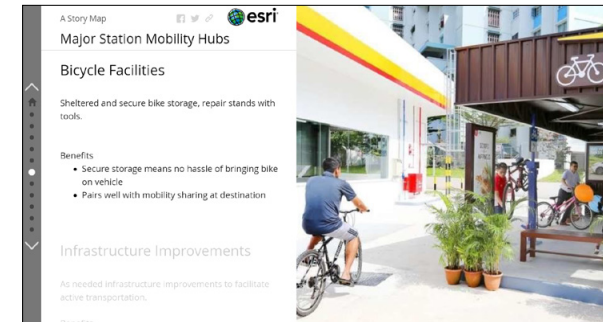
Parametrix led this study of the potential market and opportunities for limited-stop and express bus services. The team conducted a market analysis including demographic, economic, and equity factors. The team evaluated high-level corridors, followed by specific routes, and then conducted in-depth analysis of each candidate route to understand modeled ridership benefits, capital, and operating costs associated with conversion to limited-stop or express service.

Services Provided

- Planning
- Market analysis
- Route analysis
- Ridership modeling
- Cost estimates

TravelWise Utah Mobility Hubs

Utah Department of Transportation



This work for TravelWise has resulted in an action-focused plan for mobility hub implementation.

Evidence of Quality Delivery

The team developed mobility hub concepts that will suit a range of land uses such as conference centers, shopping malls, and parking lots in low-density environments.

Project Summary

Parametrix Portland and Salt Lake City offices co-led a mobility hub project for the UDOT TravelWise group, including development of a context-dependent mobility hub toolbox. Eddie Montejó and Ryan Farncomb developed concepts for site plans and mobility hubs to better integrate scooters, ride-share, and other micro-mobility options with the existing bus and light rail system operated by the Utah Transit Authority in the Salt Lake City area. In lower density contexts, mobility hubs will function more like tools for retrofitting suburban land use patterns, and will rely heavily on site-specific solutions based on private property.

Services Provided

- Plan-level concepts for mobility hubs

Noll Road Improvements, South Segment

City of Poulsbo



This roadway project involves significant multimodal safety enhancements, including the pictured pedestrian tunnel (under construction).

Evidence of Quality Delivery

Design and permitting met federal funding guidelines, and this roadway improvement project is now under construction.

Project Summary

The City of Poulsbo is improving a 2.3-mile corridor. Work includes constructing 0.6 mile of new alignment and widening 1.7 miles of existing roadway. After completing a corridor study, Parametrix completed design and permitting and is now assisting with engineering services during construction. The project has federal funding and followed federal and WSDOT guidelines.

Services Provided

- Multimodal transportation planning
- Roadway, culvert, shared-use path, retaining wall, culvert, ADA, and LID stormwater facility design
- Hydraulic and hydrologic modeling
- GIS/data analysis and survey/base mapping
- Project permitting and wetland/stream mitigation
- Construction engineering

Vista Field Transportation Master Plan

Port of Kennewick



This development will feature a canal-lined walkway and living streets where cars, bicycles, and pedestrians share equal footing.

Evidence of Quality Delivery

Parametrix created new city street standards that promote all forms of transportation — including skinny streets, woonerfs, alleys, traffic circles, intersection curb bulbs, and raised intersections.

Project Summary

Vista Field is a 103-acre former municipal airport that ceased operations in December 2013. The redevelopment of this centrally located site represents an extraordinary strategic opportunity for the Port of Kennewick and for the entire Tri-Cities region to create a vibrant, pedestrian-focused regional town center. A multi-year robust public involvement process, which included design charrettes and numerous open houses, resulted in a vision for a mixed-use commercial and residential neighborhood anchored by an 800-seat performing arts center.

Services Provided

- Multimodal transportation planning
- Concept design
- Technical support for public engagement

Columbia Drive Traffic Calming/Road Diet

Port of Kennewick

This historic commercial corridor transitioned into a truck-dominant roadway and industrial area. This work will restore a vibrant, traditional main street.

Evidence of Quality Delivery

When complete, the project will encourage redevelopment of adjacent properties and bring businesses back to the street.

Project Summary

Columbia Drive is a historic commercial corridor that transitioned into a truck-dominant roadway and industrial area. Parametrix worked with the Port, City, and WSDOT to prepare a traffic study showing that a road diet and intersection reconfigurations were feasible and would result in a street more welcoming of all users. Parametrix is working with the Port and City on specific redevelopment options which include adding on-street parking, widening sidewalks, revising intersections as pedestrian friendly, providing a two-way bicycle track that connects into a regional trail system, adding street trees and vegetation, and reducing speed limits.

Services Provided

- Multimodal transportation planning
- Traffic study
- Concept design

3.b. Subconsultants



Brian Vanneman | LCG
MARKET ANALYSIS LEAD

19 Years of Experience

Description of Duties

Brian will lead forecasts for population, employment, residential and commercial development; real estate market and financial analysis; and understanding the land use aspects of corridor and transit planning.

Selected Experience

- City of Vancouver Westside Mobility Strategy, Land Use and Market Analysis
- Port of Camas-Washougal Waterfront Development Market and Financial Advisory Services
- Port of Vancouver Waterfront Master Plan and Development Strategy, Market/Financial Analysis



Sam Brookham | LCG
MARKET ANALYSIS

7 Years of Experience

Description of Duties

Sam will conduct analysis to support population, employment, and other forecasts; real estate market and financial analysis; and understanding of the land use aspects of corridor and transit planning.

Selected Experience

- C-TRAN Mill Plain BRT Alternatives Analysis, Land Use Forecasting and Market Analysis
- Port of Camas-Washougal Waterfront Development Land Use Forecasting and Market Analysis
- US 2: Mead-Mt. Spokane, Land Use Forecasting and Market Analysis



Johnell Bell | Espousal
TRANSPORTATION EQUITY LEAD

16 Years of Experience

Description of Duties

Johnell will consult on issues related to transportation equity (including MWESB contracting and Title VI), community engagement, and coalition-building with project stakeholders.

Selected Experience

- Interstate Bridge Replacement Program, Chief Equity Officer
- I-5 Rose Quarter Improvement Project, Community Oversight Advisory Committee Facilitator
- Portland Diamond Project, Chief of Staff
- Washington County DEI Strategy + Implementation
- TriMet Portland-Milwaukie Light Rail Project, DBE Program Administrator



Monica Leal, PE | GTEng
LIGHTING/SIGNAL DESIGN

18 Years of Experience

Description of Duties

Monica will contribute her experience with lighting and signal design, combined with her experience working with the City of Vancouver and its design standards.

Selected Experience

- City of Vancouver Columbia Street, Main Street Traffic Signal Integration
- City of Vancouver, City-Wide LED Lighting Conversion
- City of Camas Pacific Rim Boulevard Lighting
- ODOT Region 2 Rural Signal Improvements



Jake Warr | Espousal
TRANSPORTATION EQUITY

9 Years of Experience

Description of Duties

Jake will perform equity-focused analyses to inform the planning process and advise on Title VI compliance.

Selected Experience

- Interstate Bridge Replacement Program, Equity Lead
- ODOT Mobility as a Service White Paper
- ODOT 2018 Columbia Gorge Express Service Expansion
- TriMet 2016 Title VI Program Update
- TriMet 2013 Title VI Program Update

4. Firm and Team Experience and Expertise

Dedicated Contract and Task Order Managers for Effective Delivery

Our engaged team of contract and task order managers is committed to your success. We care about the City of Vancouver and its future, and that means:

- Strong project management, with responsive service and on-time, budget-conscious delivery
- Commitment to equity and inclusion
- Capacity to deliver



13

years of
experience

Ryan Farncomb | **Role:** Contract Manager/Task Order Manager

Education: Master of Urban and Regional Planning |
BA, Planning and Environmental Policy

Description of Duties: Ryan will manage our overall contract and task orders that best match his expertise. He will serve as your primary point of contact, assembling the team that best matches your needs for a given task order and coordinating with that team to ensure on-time, on-budget delivery and the results you need.

Summary

Ryan is a resourceful and skilled project manager of multimodal transportation plans and projects, with a diverse multimodal project history. He has led multidisciplinary transportation planning and design projects, from multimodal system planning across the Northwest, to the US 101 Oregon Coast Bike Route Plan, to work in the Gorge understanding how to mitigate congestion on Historic US 30. As a former engineering technician and planner for a city in Washington, he understands the perspectives and politics of local agencies. He is currently the lead project manager for projects on Parametrix's on-call planning contract with ODOT.

Relevant Experience

Vancouver Moves | City of Vancouver

Ryan is a senior advisor on the Vancouver Moves project, working with Eddie Montejo to contribute to existing conditions analysis, public outreach, and transit analysis. The program has pivoted to address the pandemic, requiring substantial changes to the original outreach program.

Express and Limited Stop Bus Study | TriMet

Ryan led a planning process with TriMet to evaluate the feasibility and benefits of express and limited-stop bus service, with a focus on the most suburban locales. He employed a cost-effective delivery approach that used ArcGIS Online tools and templates to interactively display interim technical deliverables. He also facilitated the project advisory committee.

Oregon Coast Bike Route (OCBR) | ODOT

As the project manager, Ryan helped to lay the groundwork for cyclist safety and comfort improvements along the 350-mile OCBR route. The plan includes preferred infrastructure and programmatic solutions for 30 critical needs along US 101 in a wide variety of urban, suburban, and rural settings. The project resulted in conceptual improvements – some including novel approaches to cycling infrastructure such as advisory bike lanes – for unsafe sections of the route as well as cost estimates.

Projected Availability

30-65%

Ryan Farncomb as project manager consistently went above and beyond to accommodate our advisory committee and staff, as did the rest of the Parametrix team. The project team developed a strong relationship and we have found great value in the work completed."

—CALVIN LESEUER, CITY OF CANBY ECONOMIC
DEVELOPMENT AND TOURISM COORDINATOR

Parametrix



25

years of
experience**Darby Watson, AICP** | **Role:** Senior Advisor**Education:** MA, Urban Planning | BA, Landscape Architecture**Description of Duties:** Darby will provide the team with expertise gained as she led transportation agencies such as the Seattle Department of Transportation. Ryan will draw her into your projects when you need perspectives from other regions with similar transportation challenges.**Summary**

Darby is a strategic leader with extensive experience overseeing transportation and urban planning programs. She thrives on bringing clarity to complexity and producing optimal results. She is a collaborative, action-oriented innovator who facilitates alignment amongst senior leaders, helping them make data-informed decisions. She uses natural talents in coaching to inspire positive results, adapt to change, and drive continuous learning.

Relevant Experience**Division Street Corridor Study and High Performance Transit Implementation Study | Spokane Regional Transportation Council**

Darby is managing this project to provide transportation and transit planning, multimodal engineering, and urban design. The study will result in recommendations that address multimodal planning, transit operations, geometrics, safety, and land use opportunities in the corridor.

Tacoma Dome Rail Extension | Sound Transit

Darby is leading the urban design team, including transit-oriented development (TOD) analysis for this four-station extension. She works closely with the TOD lead, station architects, and alignment engineers to determine options that best support TOD, non-motorized access, and transit integration. This extension has some particularly challenging station areas including flood zones and heavy industries that make effective TOD a challenge.

Project Development | City of Seattle Department of Transportation

While employed by SDOT, Darby led a division of 40 staff to define objectives, constraints, and risks for all types of transportation projects including transit, pedestrian, bicycle, and multimodal corridors. She provided oversight and coaching and promoted a culture of experimentation. Darby managed programs that delivered \$50M in annual capital projects and managed an annual division budget of \$115M.



8

years of
experience**Eddie Montejó** | **Role:** Task Order Manager**Education:** Master of Urban and Regional Planning | BA, Environmental Studies/Solar and Renewable Energy**Description of Duties:** Eddie will manage task orders best suited to his areas of expertise, which include planning and skilled leadership of public engagement processes. He will apply his knowledge of Vancouver transportation systems gained through work on Vancouver Moves.**Summary**

Eddie is passionate about uplifting communities and telling compelling narratives about how better transportation can improve people's lives. Whether he is engaging the public to understand what makes their community unique, rolling up his sleeves to facilitate consensus among stakeholders, or leading technical planning work, Eddie knows that a good story is key to bringing people together to understand and solve complex problems.

Relevant Experience**Vancouver Moves | City of Vancouver**

Eddie is the engagement lead for Vancouver Moves. He collaborated with City staff to revise the outreach approach as the pandemic took hold, relying on a combination of online and traditional phone engagement tactics. Eddie also worked with City staff to create online tools such as the Online Open House, an interactive project website, and a future Virtual Town Hall, integrating translation and ADA-compatibility features.

Interstate Bridge Replacement Program | WSDOT/ODOT

This complex, multi-year process will advance design options for future replacement of the I-5 Bridge between Vancouver and Portland. Eddie is the technical lead for environmental justice as part of the environmental documentation process. He is also administering the website interstatebridge.org, conducting outreach to equity communities, and supporting content and outreach strategy development.

TravelWise Mobility Hubs Analysis | Utah Department of Transportation

Eddie has been leading research design and applying equity best practices to identify potential programs and partnerships to improve transportation equity outcomes on Salt Lake City's west side. He has developed an online transportation equity index tool to determine the concentration of needs. He is also the link between the technical analysis and community outreach and has facilitated virtual focus groups with local agency partners and community-based organizations to determine equity needs and opportunities.

Parametrix



28

years of
experience**Jennifer John** | **Role:** Task Order Manager**Education:** BS, Economics

Description of Duties: Jennifer will provide multimodal transportation planning, demand modeling, and data analysis. She will coordinate with partners on assumptions and use her years of experience developing and applying travel models in the Vancouver area to prepare project and system plans to support the City.

Summary

Jennifer focuses on guiding travel demand forecasting. She applies models to help predict how and why people travel the way they do given their household characteristics, job locations, and available travel options. Her economics background and long career in transit and transportation analysis have made her a nationally recognized leader in demand forecasting – skills she uses to help agencies plan projects and apply for and win grants.

Relevant Experience**Express and Limited Stop Bus Study | TriMet**

Jennifer worked with TriMet in coordination with regional partner agencies to evaluate the ridership potential of express or limited-service operations for 14 different transit routes using the Federal Transit Administration's Simplified Trips on Project Software (STOPS).

Interstate Bridge Replacement Program | WSDOT/ODOT

As travel demand modeling lead, Jennifer is providing data collection and travel demand analysis. She is coordinating with RTC in Washington, Metro in Oregon, and many other partner jurisdictions to develop modeling that will support alternatives screening.

6th/12th Avenue Corridor Improvements Project | West Plains Airport Area Public Development Authority

Jennifer used the Spokane area regional travel demand model in VISUM to support traffic analysis. She identified and coded alternatives reflecting access changes to the local roadway network into underlying models and re-ran the model to provide volumes for use in analysis.

Central Corridor Transit Study | Utah Department of Transportation

Jennifer is leading travel demand modeling for the development and analysis of high-capacity transit options to connect three Utah cities along a 20-mile corridor. She is coordinating with stakeholders to identify alternatives, develop travel times for use in the model, produce transit ridership forecasts, and develop operating cost estimates.

Projected Availability

30-65%



13

years of
experience**Nadine Appenbrink** | **Role:** Task Order Manager**Education:** Master of Urban and Regional Planning |
BA, Environmental Science and Policy

Description of Duties: Nadine will manage task orders that align with her considerable skills in both land use and transportation planning. She will facilitate dialog about growth and future investment and help you recognize your vision through implementation-focused plans.

Summary

Nadine is most at home leading multidisciplinary teams and engaging decision-makers and community members to work together on pressing urban challenges. Her expertise includes multimodal transit access evaluations, corridor planning, mobility, safety and streetscape improvements, long-range comprehensive planning, regional visioning for land use and transportation, and market-based scenario planning.

Relevant Experience**Renton Transit Access Study | City of Renton**

Nadine worked with King County Metro and Renton city leadership to understand and address barriers to transit access including bicycle, pedestrian, and first/last mile improvements as part of the I-Line Rapid Ride BRT expansion. She led stakeholder engagement workshops and co-authored the study's comprehensive report with recommendations for priority setting, targeted infrastructure investment, and funding mechanisms.

Douglas County TSP | ODOT/Douglas County

Nadine is managing the transportation system plan update for Douglas County, leading the development of online public engagement efforts and existing conditions analysis. This project is ongoing.

South Utah County Transit Analysis | Utah Transit Authority

Nadine is the task lead for the land use component of the high-capacity transit corridor study in Utah County, a booming suburban and rural county south of Salt Lake City. She facilitates conversations with elected leaders and staff among the five cities along the proposed corridor to uncover near-term opportunities and needs; she is developing a strategy that will set Utah County on solid footing to create high-quality transit-oriented development that leverages public transit investments, increases mobility and access, improves livability, and increases public revenues from new development.

Parametrix



10

years of
experience

Cory Clausen, PE | **Role:** Task Order Manager

Education: BS, Economics

Description of Duties: Cory will lead tasks related to multimodal street design, drawing from his expertise with bicycle and pedestrian facilities, and signing/stripping to enhance safety and mobility for all users.

Summary

Projected Availability

30-65%

Cory has a history of working with planners to develop implementation-focused plans and accurate cost estimating. He has developed several planning-level cost estimating tools and uses design software such as ArcGIS and CAD (Civil 3D/InRoads) to develop high-level concept designs that can be quickly advanced to final design.

Relevant Experience

Tier 1 East County ADA Design | Multnomah County

Cory was responsible for ADA review and led the traffic control plan (TCP) design along several collector/arterials. The TCP design required temporary pedestrian-accessible route plans, as well as a variety of detours for bikes, pedestrians, and autos. TCPs were required at several key signalized intersections and required temporary pedestrian facilities and signal modifications to be coordinated with local jurisdictions.

Tillamook TSP Update | City of Tillamook/ODOT R2

Cory was the lead cost estimator and civil design lead for the active transportation-focused system plan. He developed planning-level cost estimates for a variety of roadway projects, intersection improvements, enhanced pedestrian crossings, and bicycle facility improvements. The TSP, adopted in 2019, supports Tillamook's continued economic vitality including support for freight, access and circulation in downtown, and the local lumber mill.

OR126B (New Franklin Boulevard) | City of Springfield/ODOT R2

Cory was the design manager for final design of two multilane roundabouts, ADA ramps, innovative stormwater management facilities, and separated bicycle lanes. He worked with the project team and coordinated with stakeholders to develop complex staging and temporary traffic control plans. This project started as a conceptual design for an entire corridor, and Cory helped the City develop a phased implementation strategy to maximize available funding. Construction of Phase 1 was completed in 2018, and Phase 2 is currently in final design.

Additional Resources for Your Transportation Planning and Design Needs

Our team of technical resources is structured to meet the scope of services outlined in your RFQ. As needed, these individuals are supported by in-house environmental planners, scientists, and surveyors who bring experience working on transportation projects for city, county, and state governments across the Northwest and beyond.



Ryan LeProwse, PE, PTOE

TRAFFIC ENGINEERING

22 Years of Experience

Description of Duties: Ryan will provide traffic engineering and analysis based on his deep understanding of the policies that guide transportation planning in Washington.

Selected Experience

- Interstate Bridge Replacement Program
- City of Tacoma Pedestrian Improvements
- City of Sumner SR 410/Traffic Avenue Plan
- Seattle Central Waterfront Transportation Plan
- Sound Transit Regional Long-Range Plan



Sam Daleo, PE

TRANSIT FACILITY DESIGN

16 Years of Experience

Description of Duties: Sam will provide transit design and engineering based on his record of leading and working across design disciplines and engaging with multiple partner agencies from environmental and concept design through final design.

Selected Experience

- Interstate Bridge Replacement Program
- TriMet Division Enhanced Transit Corridor
- Spokane Regional Transportation Council Division Street Corridor Study
- Spokane Transit Authority Central City Line



Chuck Schott, PE, PTOE
LIGHTING/SIGNAL DESIGN

31 Years of Experience

Description of Duties: Chuck will design lighting and signal systems based on his experience designing 100+ traffic signal, illumination, and ITS systems.

Selected Experience

- King County Metro 148th Avenue NE Corridor RRFB/HAWK Traffic Signal System
- City of Auburn Signal, Illumination, and ITS Design
- Kitsap County Myhre Road/Silverdale Way Signal Design



Elizabeth Healy, EIT
MODELING

6 Years of Experience

Description of Duties: Elizabeth will conduct traffic analyses using tools such as MicroStation, Synchro, and Vissim to simulate existing and future traffic conditions.

Selected Experience

- TriMet Southwest Corridor Traffic Analysis
- UDOT Rail and Freight Planning Support
- City of Black Diamond On-Call/Traffic Fee Analysis



Mike Pyszka, PE
STRUCTURAL ENGINEERING

22 Years of Experience

Description of Duties: Mike will bring his combined expertise with structural engineering, cost estimating, and construction engineering to drive results-based plans.

Selected Experience

- City of Gig Harbor Donkey Creek Bridge Improvements
- WSDOT Bridge Load Rating On-Calls
- WSDOT SR 520 Bridge West Approach Design



David Sacamano, PLA, LEED AP
URBAN DESIGN

26 Years of Experience

Description of Duties: David will provide urban design, master planning, and development services to plan and design public facilities such as pedestrian facilities, parks, and trails.

Selected Experience

- City of Vancouver Waterfront Park Development
- Port of Vancouver Multimodal Connector Trail Development
- Port of Kalama Pedestrian Overpass Feasibility Study
- City of Stevenson Cascade Avenue Improvements
- Interstate Bridge Replacement Program
- City of La Center Water Trail Park



Jason Nolin
BIKE & PED PLANNING/OUTREACH MATERIALS

5 Years of Experience

Description of Duties: Jason will provide public engagement, prepare technical communication to convey complex concepts, and plan for safe, equitable bicycle and pedestrian facilities.

Selected Experience

- Vancouver Moves Outreach Support
- Interstate Bridge Replacement Program
- Cannon Beach Transportation System Plan
- US 101: Gearhart Facility Plan
- East Forest Grove Safety Improvement Plan
- Oregon Metro Enhanced Transit Corridors Program



Kelly Betteridge
TRANSIT PLANNING

21 Years of Experience

Description of Duties: Kelly will lead transit planning work elements, drawing from her experience working for one of the region's largest transit agencies on a variety of major transit programs.

Selected Experience

- TriMet Division Transit BRT Project
- TriMet Enhanced Transit Concept Program
- Interstate Bridge Replacement Program
- TriMet Southwest Corridor Program Management
- Utah Transit Authority Point of the Mountain Alternatives Analysis



Taya MacLean, PWS
PERMITTING

22 Years of Experience

Description of Duties: Taya will provide a diverse suite of natural resources services as needed, from removal-fill permitting to ESA compliance and NEPA documentation.

Selected Experience

- City of Vancouver Burnt Bridge Creek Outfall Assessment
- City of Orting Whitehawk Boulevard Extension
- City of Lakewood Joint Base Lewis-McChord North Access Improvements
- Multnomah County NE 238th Drive Improvements
- Multnomah County Latourell Road Bridge



Jennifer Hughes
ENVIRONMENTAL RESOURCES

19 Years of Experience

Description of Duties: Jennifer will apply her extensive combined experience in environmental and land use permitting and compliance in southwest Washington.

Selected Experience

- Cowlitz County Shoreline Master Program Updates
- C-TRAN Mill Plain BRT NEPA
- WSDOT Interstate Bridge Replacement Program



Chad Tinsley
GIS/DATA MANAGEMENT

9 Years of Experience

Description of Duties: Chad will develop engaging web-based, data-driven tools for visualizing trade-offs and to share and receive data from the public.

Selected Experience

- Vancouver Moves
- TriMet Express and Limited-Stop Bus Study
- Sound Transit Regional Long Range Plan



Ian Kilpatrick
VISUALIZATION TOOLS

5 Years of Experience

Description of Duties: Ian will apply his skills in photography and 3D rendering to visual simulations. He also brings experience documenting existing conditions.

Selected Experience

- TriMet Express and Limited-Stop Bus Study
- Spokane Regional Transportation Council Division Street Corridor Study
- Utah DOT TravelWise Mobility Hubs Analysis

5. References

Port of Vancouver

Parametrix is working with the Port to incorporate environmental justice and equity considerations into the Port's groundwater cleanup process for the Cadet and former Swan manufacturing sites in the Fruit Valley Neighborhood.

Patty Boyden, Director of Environmental Services
 360.823.5318 pboyden@portvanusa.com
 103 NW Lower River Road, Vancouver, WA 98660

City of Seattle Department of Transportation

Parametrix is identifying and designing spot improvements for transit speed and reliability for Route 48 transit service. To date, work has involved coordination with multiple SDOT divisions, identifying tradeoffs and benefits, and helping SDOT staff prepare a successful \$1 million grant application.

Jeffrey Bender, AICP, Project Manager
 206.684.8837 jeff.bender@seattle.gov
 700 5th Ave, Suite 3800, Seattle, WA, 98104

Oregon Metro

Parametrix has worked with Oregon Metro on a variety of plans over the years – most recently completing preliminary design and NEPA compliance work for the region's multimodal Southwest Corridor project.

Matt Bihn, Planner
 503.797.1824 matt.bihn@oregonmetro.gov
 600 NE Grand Ave, Portland, OR 97232

Spokane Regional Transportation Council

Parametrix developed a preferred alternative and concept design for the Division Connects Corridor Study. The corridor will have a network of cycle tracks and paths, BRT improvements, sidewalk improvements, new crossings, and ADA improvements.

Jason Lien, AICP, Principal Transportation Planner
 509.343.6385 jlien@srtc.org
 421 W Riverside Ave #500, Spokane, WA 99201

Pierce Transit

Parametrix has completed a wide variety of task orders for Pierce Transit through on-call contracts.

Douglas Dickinson, CSI, CCCA
Senior Construction Project Manager
 253.581.8022
 3701 96th St. SW, Lakewood, WA 98499

WSDOT Southwest Region

Parametrix has worked with WSDOT's Southwest Region across a period of many years. Currently, we are working on the Interstate Bridge Replacement Program.

Casey Liles, PE, Engineering Manager
 360.601.8915 LilesC@wsdot.wa.gov
 11018 NE 51st Circle, Vancouver, WA 98682-6686



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number C-100686		DKS Associates, Inc 720 SW Washington Street, Suite 500 Portland, OR 97205 Phone:	
Project Number	Execution Date August 10, 2021	Completion Date December 31, 2023	
Project Title On-Call Transportation Planning	New Maximum Amount Payable \$1,000,000		
Description of Work Transportation planning/engineering and other transportation related professional services.			

The Local Agency of Cify of Vancouver
desires to supplement the agreement entered in to with DKS Associates, Inc.
and executed on August 10, 2021 and identified as Agreement No. C-100686
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: December 31, 2025

III

Section V, PAYMENT, shall be amended as follows:
No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
DKS 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



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number <u>C-100677</u>		Fehr & Peers 921 Washington Street, Suite 700 Portland, OR 97205 Phone:	
Project Number	Execution Date <u>August 10, 2021</u>	Completion Date <u>December 31, 2023</u>	
Project Title <u>On-Call Transportation Planning</u>	New Maximum Amount Payable <u>\$1,000,000</u>		
Description of Work <u>Transportation planning/engineering and other transportation related professional services.</u>			

The Local Agency of City of Vancouver
desires to supplement the agreement entered in to with Fehr & Peers
and executed on August 10, 2021 and identified as Agreement No. C-100677
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: December 31, 2025

III

Section V, PAYMENT, shall be amended as follows:
No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Fehr & Peers

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number C-100694		Parametrix 700 NE Multnomah, Ste 1000 Portland, OR 97232 Phone:	
Project Number	Execution Date August 26, 2021	Completion Date December 31, 2023	
Project Title On-Call Transportation Planning	New Maximum Amount Payable \$1,000,000		
Description of Work Transportation planning/engineering and other transportation related professional services.			

The Local Agency of City of Vancouver
desires to supplement the agreement entered in to with Parametrix
and executed on August 26, 2021 and identified as Agreement No. C-100694
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
for completion of the work to read: December 31, 2025

III

Section V, PAYMENT, shall be amended as follows:
No change

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
spaces below and return to this office for final action.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Parametrix

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: 053-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/18/2022

SUBJECT Professional services agreements (PSAs) for on-call real estate acquisition and relocation services contracts. Per Request for Proposals (RFP) #22-11

Key Points

- The City typically requires the services of experts in the field of right of way acquisition and relocation in order to comply with local, State and Federal requirements. Most of the City's transportation capital projects require the acquisition of real estate for rights of way.
- On-call, task order contracts with multiple firms allow for efficient procurement of scope-specific professional assistance.
- The last on-call real estate services roster was in 2017, these contracts are near completion.
- A Request for Proposals (RFP #22-11) was issued by the City for on-call real estate acquisition and relocation services with responses received by six firms.

Strategic Plan Alignment

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

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

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

Goal 9: Build the strongest, most resilient economy in the region.

Objective 9.1: Create infrastructure and policies that support job creation.

Present Situation

On February 4, 2022, the City issued a request for proposals (RFP #22-11) for new on-call real

estate acquisition and relocation services. The City received six proposals on March 2, 2022 in response to the RFP #22-11. After reviewing the proposals, staff is recommending including all six consultants on the new on-call roster. The City intends to execute each contract for a term of three years with the option to extend for up to two additional years. Each contract shall not exceed \$750,000.00, for a grand total of \$4,500,000.00. These contracts will typically be used on transportation capital projects with substantial grant funding within the existing available budget on an as needed basis. The six consultants are:

Epic Land Solutions, Inc. (Olympia, WA)	\$750,000.00
Universal Field Services, Inc. (Salem, OR)	\$750,000.00
Tierra Right of Way Services, Ltd. (Lacey, WA)	\$750,000.00
Commonstreet Consulting, LLC (Tacoma, WA)	\$750,000.00
HDR Engineering, Inc. (Portland, OR)	\$750,000.00
Contract Land Staff, LLC (Bellevue, WA)	\$750,000.00

Advantage(s)

1. Will allow staff to quickly award real estate service contracts with regard to right-of-way acquisition and relocation.
2. Provides staff the flexibility of comparing timelines, availability, and expertise between consultants.

Disadvantage(s)

Will require the expenditure of funds when task order services are rendered. It is anticipated that most of the projects will be street capital construction projects with substantial grant proceeds.

Budget Impact

None at this time. Future expenditures will be paid from the applicable project's budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to execute Professional Services Agreements in an amount not to exceed \$750,000.00 each with Epic Land Solutions, Inc. (Olympia, WA), Universal Field Services, Inc. (Salem, OR), Tierra Right of Way Services, Ltd. (Lacey, WA), Commonstreet Consulting, LLC (Tacoma, WA), HDR Engineering, Inc. (Portland, OR), and Contract Land Staff, LLC (Bellevue, WA) for real estate acquisition and relocation services on an on-call basis for up to five years. Council authorizes City Manager to amend the contracts as needed and to amend value up to 10% of the not-to-exceed value stated here-in.

Hassan Abdalla, Engineering Manager, 360-487-7704

ATTACHMENTS:

- ▣ Epic Land Solutions Contract
- ▣ Universal Field Services Contract
- ▣ Tierra Right of Way Contract
- ▣ Commonstreet Consulting Contract
- ▣ HDR Engineer Contract
- ▣ Contract Land Staff Contract

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100875

Does this Require DES filing? ☐ Yes ☒ No

Firm/Organization Legal Name (do not use dba's): Epic Land Solutions, Inc.			
Address 1950 Black Lake Blvd SW Ste B Olympia WA 98512		Federal Aid Number TBD	
UBI Number		Federal TIN or SSN Number 95-4813025	
Execution Date May 1, 2022		Completion Date April 30, 2027	
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☐ No	
Project Title Miscellaneous Projects			
Description of Work On-Call Real Estate Acquisition and Relocation Services			
☐ Yes	%	☒ No DBE Participation	Maximum Amount Payable: \$750,000.00
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ No SBE Participation	

Index of Exhibits

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

Agreement Number: C-100875

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the City of Vancouver, hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section of this AGREEMENT and hereafter called the "SERVICES"; and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

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

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. Payment Provisions

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

Agreement Number: C-100875

- A. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY, Washington State Department of Transportation (WSDOT)’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

Agreement Number: C-100875

- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and / or at the request of the AGENCY's Project Manager.

V. *Compensation*

The CONSULTANT shall be paid the hourly rates for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed \$750,000. Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

Agreement Number: C-100875

specified in Section XVII “Special Provisions.” The CONSULTANT’S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT’s accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and / or at the request of the AGENCY’s Project Manager.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation

The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT’S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting

The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII “Modification of Agreement.” All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

Agreement Number: C-100875

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance required in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. Employment and Organizational Conflict of Interest

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

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

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

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto <http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm>, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

Agreement Number: C-100875

IX. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Laws and Regulations

The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "REGULATIONS", which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination

The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the above grounds.

4. Information and Reports

The CONSULTANT shall provide all information and reports required by the REGULATIONS; or directives issued pursuant thereto, and shall permit access to its books, records, accounts or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) cancellation, termination, or suspension of this AGREEMENT in whole or in part.

6. Incorporation of Provisions

The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

Agreement Number: C-100875

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or

Agreement Number: C-100875

chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY against and hold harmless the STATE and AGENCY from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and / or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and / or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and / or AGENCY may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultants, subcontractor and vendor, of any tier.

Agreement Number: C-100875

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

The CONSULTANT'S professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

Agreement Number: C-100875

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

Agreement Number: C-100875

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Epic Land 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

Exhibit A Scope of Work

Project No. N/A

The Consultant is to provide on-call real estate acquisition and relocation service and other related professional services per Request for Proposal #13-22 (RFP) and respondents response to said RFP on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Agreement Number: C-100875

Exhibit B

DBE Participation

N/A

Agreement Number: C-100875

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

Agreement Number: C-100875

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

TBD

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

TBD

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

TBD

Agreement Number: C-100875

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D

Prime Consultant Cost Computations

See Attached

Agreement Number: C-100875

Section 5: Cost Proposal

Fully Loaded WSDOT-Approved Hourly Billing Rates

The rates on the *following page* reflect the maximum WSDOT-approved rates. The actual rate billed shall be based on the direct salary of the individual having performed the work, plus overhead and profit. These rates will be re-calculated at the beginning of each calendar year. Staff billing rates provided include the Washington Department of Transportation (WSDOT) approved overhead rate for Epic Land Solutions, Inc. and are suitable for state and federally funded projects. If the NTP is received after 120 days from this proposal, fees and billing rates may require revision.

Typical Cost Ranges for Appraisal Assignments

Appraisal fees are provided as flat, fixed fees. The fees include all overhead (fixed costs) and typical variable costs for completing an appraisal assignment such as mileage, travel, hotel accommodations, meals, and market data. The table below provides a sampling of our most typical appraisal assignments and their typical fee range. EPIC assumes each appraisal assignment will be performed in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book), the WSDOT Manual relating to Appraisals, and the Appraisal Institute's Code of Ethics, where applicable.

Appraisal Type	Consulting Services	Appraisal Assignments	Appraisal Review Assignments
Appraisal Report	\$500 - \$2,500	\$1,500 - \$6,500	\$650 - \$2,000
Yellow Book (Before and After)	\$1,000 - \$10,000	\$4,500 - \$12,500	\$1,100 - \$3,000
Strip Taking Project (Before and After)	\$3,500 - \$10,000	\$4,500 - \$7,500	\$1,100 - \$3,000
Summary & Restricted	\$3,500 - \$10,000	\$4,500 - \$12,500	\$1,100 - \$3,000
Project Funding Estimate	\$3,000 - \$8,500	\$4,000 - \$7,500	\$850 - \$2,000
Miscellaneous Services As Needed	Hourly Rate	Hourly Rate	Hourly Rate

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		159.15%	25.00%	
Principal in Charge	\$84.59	\$134.63	\$21.15	\$240.36
Advisory Manager	\$71.27	\$113.43	\$17.82	\$202.51
Project Manager	\$61.63	\$98.09	\$15.41	\$175.13
Assistant Project Manager	\$48.69	\$77.48	\$12.17	\$138.34
Senior ROW Agent	\$48.44	\$77.09	\$12.11	\$137.64
ROW Agent	\$32.63	\$51.94	\$8.16	\$92.73
ROW Development Manager	\$58.06	\$92.41	\$14.52	\$164.99
Assistant ROW Development Manager	\$39.59	\$63.01	\$9.90	\$112.49
Appraisal Manager	\$87.11	\$138.63	\$21.78	\$247.51
Senior Appraiser	\$57.01	\$90.73	\$14.25	\$161.99
Appraiser	\$48.95	\$77.90	\$12.24	\$139.08
Budget & Financial Controls	\$50.89	\$80.99	\$12.72	\$144.61
Contract Manager	\$43.28	\$68.89	\$10.82	\$122.99
Project Support	\$43.28	\$68.89	\$10.82	\$122.99
QA/QC	\$60.71	\$96.62	\$15.18	\$172.52

Other Direct Costs	Rate
Mileage	At IRS Allowable
Postage/Overnight Delivery	At Cost
Online Data Services	At Cost
Outside Services (Vendors & Subconsultants)	At Cost

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

Agreement Number: C-100875

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: C-100875

Exhibit G

Certification Documents

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

Agreement Number: C-100875

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Epic Land Solutions, Inc.
whose address is
1950 Black Lake Blvd, Suite B, Olympia WA 98512
and that neither the above firm nor I have:

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☒ Other

of the City of Vancouver, and Epic Land Solutions, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number: C-100875

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

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

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

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

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of Real Estate Acquisition and Relocation * are accurate, complete, and current as of March 28, 2022 **.

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

Firm: Epic Land Solutions, Inc.

Signature Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: C-100875

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number: C-100875

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: C-100875

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: C-100875

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: C-100875

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: C-100875

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100875

Does this Require DES filing? ☐ Yes ☒ No

Firm/Organization Legal Name (do not use dba's): Epic Land Solutions, Inc.			
Address 1950 Black Lake Blvd SW Ste B Olympia WA 98512		Federal Aid Number TBD	
UBI Number		Federal TIN or SSN Number 95-4813025	
Execution Date May 1, 2022		Completion Date April 30, 2027	
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☐ No	
Project Title Miscellaneous Projects			
Description of Work On-Call Real Estate Acquisition and Relocation Services			
☐ Yes	%	☒ No DBE Participation	Maximum Amount Payable: \$750,000.00
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ No SBE Participation	

Index of Exhibits

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

Agreement Number: C-100875

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the City of Vancouver, hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section of this AGREEMENT and hereafter called the "SERVICES"; and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

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

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. Payment Provisions

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

Agreement Number: C-100875

- A. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY, Washington State Department of Transportation (WSDOT)’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

Agreement Number: C-100875

- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and / or at the request of the AGENCY's Project Manager.

V. *Compensation*

The CONSULTANT shall be paid the hourly rates for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed \$750,000. Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

Agreement Number: C-100875

specified in Section XVII “Special Provisions.” The CONSULTANT’S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT’s accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and / or at the request of the AGENCY’s Project Manager.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation

The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT’S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting

The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII “Modification of Agreement.” All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

Agreement Number: C-100875

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance required in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. Employment and Organizational Conflict of Interest

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

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

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

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto <http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm>, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

Agreement Number: C-100875

IX. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Laws and Regulations

The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "REGULATIONS", which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination

The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the above grounds.

4. Information and Reports

The CONSULTANT shall provide all information and reports required by the REGULATIONS; or directives issued pursuant thereto, and shall permit access to its books, records, accounts or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) cancellation, termination, or suspension of this AGREEMENT in whole or in part.

6. Incorporation of Provisions

The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

Agreement Number: C-100875

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or

Agreement Number: C-100875

chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY against and hold harmless the STATE and AGENCY from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and / or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and / or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and / or AGENCY may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultants, subcontractor and vendor, of any tier.

Agreement Number: C-100875

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

The CONSULTANT'S professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

Agreement Number: C-100875

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

Agreement Number: C-100875

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Epic Land 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

Exhibit A Scope of Work

Project No. N/A

The Consultant is to provide on-call real estate acquisition and relocation service and other related professional services per Request for Proposal #13-22 (RFP) and respondents response to said RFP on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Agreement Number: C-100875

Exhibit B

DBE Participation

N/A

Agreement Number: C-100875

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

Agreement Number: C-100875

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

TBD

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

TBD

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

TBD

Agreement Number: C-100875

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D

Prime Consultant Cost Computations

See Attached

Agreement Number: C-100875

5) COST PROPOSAL

The following is a listing of our typical rates that would apply to work being performed for the City of Vancouver:

WORK ROLE	BILLING RATE
Corporate Oversight	\$130.00/hour (administrative oversight, QA/QC, negotiations & relocation assistance as needed)
Project Manager	\$90.00/hour - \$98.00/Hour (project oversight, negotiations & relocation assistance as needed)
R/W Agent	\$58.00/hour - \$65.00/hour
Senior R/W Agent	\$72.00 - \$84.00/hour
Sr. Relocation Specialist	\$80.00 - \$92.00/hour
Relocation Specialist	\$72.00/Hour
Right of Way Technicians	\$50.00/Hour
Appraisers	\$125.00 - \$150.00/hour for Staff Appraiser \$175.00 - \$250.00/hour for Principal Appraiser
Review Appraisers	\$115.00 – \$150.00/hour
Appraisal Court Testimony	\$250.00 - \$350.00/per hour for Principal Appraiser
Sr. Admin. Assistant	\$38.00/hour
Sr. Title Specialist	\$50.00/hour
Mileage	\$0.585/mile or current IRS rate
Other Reimbursable Fees	Actual cost associated with photocopies, postage, etc.

All direct and indirect costs billed monthly will be supported by appropriate documentation (i.e., time sheets, mileage reports, actual invoices, etc.)

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

Agreement Number: C-100875

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: C-100875

Exhibit G

Certification Documents

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

Agreement Number: C-100875

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Epic Land Solutions, Inc.
whose address is
1950 Black Lake Blvd, Suite B, Olympia WA 98512
and that neither the above firm nor I have:

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

- ☒ Agency Official of the Local Agency
- ☒ Other

of the City of Vancouver, and Epic Land Solutions, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number: C-100875

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

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

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

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

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of Real Estate Acquisition and Relocation * are accurate, complete, and current as of March 28, 2022 **.

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

Firm: Epic Land Solutions, Inc.

Signature Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: C-100875

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number: C-100875

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: C-100875

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: C-100875

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: C-100875

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: C-100875

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100875

Does this Require DES filing? ☐ Yes ☒ No

Firm/Organization Legal Name (do not use dba's): Epic Land Solutions, Inc.			
Address 1950 Black Lake Blvd SW Ste B Olympia WA 98512		Federal Aid Number TBD	
UBI Number		Federal TIN or SSN Number 95-4813025	
Execution Date May 1, 2022		Completion Date April 30, 2027	
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☐ No	
Project Title Miscellaneous Projects			
Description of Work On-Call Real Estate Acquisition and Relocation Services			
☐ Yes	%	☒ No DBE Participation	Maximum Amount Payable: \$750,000.00
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ No SBE Participation	

Index of Exhibits

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

Agreement Number: C-100875

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the City of Vancouver, hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section of this AGREEMENT and hereafter called the "SERVICES"; and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

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

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. Payment Provisions

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

Agreement Number: C-100875

- A. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY, Washington State Department of Transportation (WSDOT)’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

Agreement Number: C-100875

- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and / or at the request of the AGENCY's Project Manager.

V. *Compensation*

The CONSULTANT shall be paid the hourly rates for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed \$750,000. Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

Agreement Number: C-100875

specified in Section XVII “Special Provisions.” The CONSULTANT’S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT’s accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and / or at the request of the AGENCY’s Project Manager.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation

The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT’S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting

The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII “Modification of Agreement.” All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

Agreement Number: C-100875

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance required in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. Employment and Organizational Conflict of Interest

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

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

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

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto <http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm>, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

Agreement Number: C-100875

IX. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Laws and Regulations

The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "REGULATIONS", which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination

The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the above grounds.

4. Information and Reports

The CONSULTANT shall provide all information and reports required by the REGULATIONS; or directives issued pursuant thereto, and shall permit access to its books, records, accounts or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) cancellation, termination, or suspension of this AGREEMENT in whole or in part.

6. Incorporation of Provisions

The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

Agreement Number: C-100875

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or

Agreement Number: C-100875

chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY against and hold harmless the STATE and AGENCY from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and / or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and / or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and / or AGENCY may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultants, subcontractor and vendor, of any tier.

Agreement Number: C-100875

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

The CONSULTANT'S professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

Agreement Number: C-100875

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

Agreement Number: C-100875

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Epic Land 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

Exhibit A Scope of Work

Project No. N/A

The Consultant is to provide on-call real estate acquisition and relocation service and other related professional services per Request for Proposal #13-22 (RFP) and respondents response to said RFP on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Agreement Number: C-100875

Exhibit B

DBE Participation

N/A

Agreement Number: C-100875

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

Agreement Number: C-100875

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

TBD

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

TBD

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

TBD

Agreement Number: C-100875

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D

Prime Consultant Cost Computations

See Attached

Agreement Number: C-100875

COST PROPOSAL

Tierra's general costs to provide acquisition and relocation services, including billing rates for staff and miscellaneous services, are provided in the tables below.

Table 1. Hourly Rates for Right of Way Services by Job Classification

Job Classification	Hourly Rate
Division Director	\$195.00
Right of Way Division Manager	\$180.00
Project Manager	\$165.00
Senior Right of Way Agent (Acquisition & Relocation)	\$138.00
Right of Way Agent II	\$115.00
Right of Way Agent I	\$105.00
Right of Way Technician	\$95.00
Administrative Project Coordinator	\$100.00

Table 2. Other Miscellaneous Fees

Cost Category	Hourly Rate
Mileage	IRS Rate
Lodging	GSA Schedule
Meals	GSA Schedule
Per Diem	GSA Schedule
Expert Witness Testimony	Billing Rate for Classification above plus \$35.00 per hour

CLIENT TESTIMONIAL

"I am appreciative of Tierra for guiding us through the complexities of the acquisition process to a successful conclusion...Melinda Burkhart was an excellent choice to step in as the replacement Agent. With her friendly and informative manner, combined with a sense of understanding individual needs, she was able to reinvigorate the discussions and find creative ways to address the property owner's concerns while keeping the County's interests and constraints in mind. She was a critical team member and instrumental in obtaining all of our required road easements. In future easement acquisition projects, I would enjoy the opportunity to be able to work with Melinda Burkhart and Tierra again." — **Shannon Wilbur, P.E., San Juan County Public Works Department**

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

Agreement Number: C-100875

*SUB-CONSULTANT RATES*Duncan & Associates

Item	Estimated Cost Per Review/Report
Appraisal Reviews	\$1,100-\$2,000
Appraisal Reports	\$2,500-\$10,000

SH&H Appraisal

Item	Estimated Cost Per Review/Report
Appraisal Reviews	\$1,500-\$3,000
Appraisal Reports	\$1,500-\$7,500

Lingeman Valuations

Item	Estimated Cost Per Review/Report
Appraisal Reviews	\$1,000-\$2,000
Appraisal Reports	\$3,200-\$6,500

Appraisal Group of the Northwest

Item	Estimated Cost Per Review/Report
Appraisal Reviews	Starting at \$800
Appraisal Reports	Starting at \$3,400

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: C-100875

Exhibit G

Certification Documents

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

Agreement Number: C-100875

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Epic Land Solutions, Inc.
whose address is
1950 Black Lake Blvd, Suite B, Olympia WA 98512
and that neither the above firm nor I have:

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☒ Other

of the City of Vancouver, and Epic Land Solutions, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number: C-100875

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

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

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

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

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of Real Estate Acquisition and Relocation * are accurate, complete, and current as of March 28, 2022 **.

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

Firm: Epic Land Solutions, Inc.

Signature Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: C-100875

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number: C-100875

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: C-100875

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: C-100875

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: C-100875

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: C-100875

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100875

Does this Require DES filing? ☐ Yes ☒ No

Firm/Organization Legal Name (do not use dba's): Epic Land Solutions, Inc.			
Address 1950 Black Lake Blvd SW Ste B Olympia WA 98512		Federal Aid Number TBD	
UBI Number		Federal TIN or SSN Number 95-4813025	
Execution Date May 1, 2022		Completion Date April 30, 2027	
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☐ No	
Project Title Miscellaneous Projects			
Description of Work On-Call Real Estate Acquisition and Relocation Services			
☐ Yes	%	☒ No DBE Participation	Maximum Amount Payable: \$750,000.00
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ No SBE Participation	

Index of Exhibits

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

Agreement Number: C-100875

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the City of Vancouver, hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section of this AGREEMENT and hereafter called the "SERVICES"; and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

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

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. Payment Provisions

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

Agreement Number: C-100875

- A. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY, Washington State Department of Transportation (WSDOT)’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

Agreement Number: C-100875

- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and / or at the request of the AGENCY's Project Manager.

V. *Compensation*

The CONSULTANT shall be paid the hourly rates for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed \$750,000. Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

Agreement Number: C-100875

specified in Section XVII “Special Provisions.” The CONSULTANT’S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT’s accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and / or at the request of the AGENCY’s Project Manager.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation

The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT’S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting

The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII “Modification of Agreement.” All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

Agreement Number: C-100875

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance required in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. Employment and Organizational Conflict of Interest

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

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

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

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto <http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm>, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

Agreement Number: C-100875

IX. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Laws and Regulations

The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "REGULATIONS", which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination

The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the above grounds.

4. Information and Reports

The CONSULTANT shall provide all information and reports required by the REGULATIONS; or directives issued pursuant thereto, and shall permit access to its books, records, accounts or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) cancellation, termination, or suspension of this AGREEMENT in whole or in part.

6. Incorporation of Provisions

The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

Agreement Number: C-100875

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or

Agreement Number: C-100875

chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY against and hold harmless the STATE and AGENCY from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and / or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and / or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and / or AGENCY may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultants, subcontractor and vendor, of any tier.

Agreement Number: C-100875

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

The CONSULTANT'S professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

Agreement Number: C-100875

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

Agreement Number: C-100875

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Epic Land 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

Exhibit A Scope of Work

Project No. N/A

The Consultant is to provide on-call real estate acquisition and relocation service and other related professional services per Request for Proposal #13-22 (RFP) and respondents response to said RFP on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Agreement Number: C-100875

Exhibit B

DBE Participation

N/A

Agreement Number: C-100875

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

Agreement Number: C-100875

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

TBD

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

TBD

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

TBD

Agreement Number: C-100875

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D

Prime Consultant Cost Computations

See Attached

Agreement Number: C-100875

EVALUATION CRITERIA: COST PROPOSAL -20 PTS MAX

COMMONSTREET
CONSULTING

WSDOT Approved ICR - Effective 7/1/2021						
Classification	NTE Hourly Rate	93.11% Overhead Rate	30% Fixed Fee	NTE Fully Burdened Rate		
Principal/Senior Advisor	\$ 100.00	\$ 93.11	\$ 30.00	\$ 223.11		
Senior Project Manager	\$ 100.00	\$ 93.11	\$ 30.00	\$ 223.11		
Project Manager	\$ 83.00	\$ 77.28	\$ 24.90	\$ 185.18		
Senior Right of Way Agent	\$ 77.17	\$ 71.85	\$ 23.15	\$ 172.17		
Right of Way Agent	\$ 50.00	\$ 46.56	\$ 15.00	\$ 111.56		
Senior Project Control Specialist	\$ 80.00	\$ 74.49	\$ 24.00	\$ 178.49		
Project Control Specialist	\$ 50.00	\$ 46.56	\$ 15.00	\$ 111.56		
Rate Table Basis: WSDOT Approved ICR 93.11% and Proposed Fixed Fee 30%						

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

Agreement Number: C-100875

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: C-100875

Exhibit G

Certification Documents

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

Agreement Number: C-100875

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Epic Land Solutions, Inc.
whose address is
1950 Black Lake Blvd, Suite B, Olympia WA 98512
and that neither the above firm nor I have:

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☒ Other

of the City of Vancouver, and Epic Land Solutions, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number: C-100875

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

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

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

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

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Real Estate Acquisition and Relocation * are accurate, complete, and current as of March 28, 2022 **.

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

Firm: Epic Land Solutions, Inc.

Signature

Title

Date of Execution***:

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

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

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

Agreement Number: C-100875

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number: C-100875

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: C-100875

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: C-100875

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: C-100875

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: C-100875

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100875

Does this Require DES filing? ☐ Yes ☒ No

Firm/Organization Legal Name (do not use dba's): Epic Land Solutions, Inc.			
Address 1950 Black Lake Blvd SW Ste B Olympia WA 98512		Federal Aid Number TBD	
UBI Number		Federal TIN or SSN Number 95-4813025	
Execution Date May 1, 2022		Completion Date April 30, 2027	
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☐ No	
Project Title Miscellaneous Projects			
Description of Work On-Call Real Estate Acquisition and Relocation Services			
☐ Yes	%	☒ No DBE Participation	Maximum Amount Payable: \$750,000.00
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ No SBE Participation	

Index of Exhibits

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

Agreement Number: C-100875

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the City of Vancouver, hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section of this AGREEMENT and hereafter called the "SERVICES"; and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

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

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. Payment Provisions

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

Agreement Number: C-100875

- A. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY, Washington State Department of Transportation (WSDOT)’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

Agreement Number: C-100875

- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and / or at the request of the AGENCY's Project Manager.

V. *Compensation*

The CONSULTANT shall be paid the hourly rates for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed \$750,000. Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

Agreement Number: C-100875

specified in Section XVII “Special Provisions.” The CONSULTANT’S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT’s accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and / or at the request of the AGENCY’s Project Manager.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation

The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT’S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting

The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII “Modification of Agreement.” All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

Agreement Number: C-100875

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance required in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. Employment and Organizational Conflict of Interest

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

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

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

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto <http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm>, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

Agreement Number: C-100875

IX. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Laws and Regulations

The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "REGULATIONS", which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination

The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the above grounds.

4. Information and Reports

The CONSULTANT shall provide all information and reports required by the REGULATIONS; or directives issued pursuant thereto, and shall permit access to its books, records, accounts or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) cancellation, termination, or suspension of this AGREEMENT in whole or in part.

6. Incorporation of Provisions

The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

Agreement Number: C-100875

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or

Agreement Number: C-100875

chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY against and hold harmless the STATE and AGENCY from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and / or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and / or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and / or AGENCY may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultants, subcontractor and vendor, of any tier.

Agreement Number: C-100875

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

The CONSULTANT'S professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

Agreement Number: C-100875

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

Agreement Number: C-100875

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Epic Land 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

Exhibit A Scope of Work

Project No. N/A

The Consultant is to provide on-call real estate acquisition and relocation service and other related professional services per Request for Proposal #13-22 (RFP) and respondents response to said RFP on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Agreement Number: C-100875

Exhibit B

DBE Participation

N/A

Agreement Number: C-100875

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

Agreement Number: C-100875

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

TBD

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

TBD

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

TBD

Agreement Number: C-100875

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D

Prime Consultant Cost Computations

See Attached

Agreement Number: C-100875

5. COST PROPOSAL

PROPOSED COST

HDR is committed to controlling costs to the benefit of the City. Table 3 shows direct hourly rates and billing rates for HDR staff. We know that cost control begins at the onset of each task order. HDR's project manager will manage costs by making appropriate staffing assignments that match project complexity and schedule requirements. Following negotiation of a task order under this on-call contract, we will assign a budget, scope, schedule, and work product to each task and develop a resource-loaded schedule. This schedule will be updated monthly to show actual versus planned progress and cost to complete versus remaining budget. This tool provides detailed accountability and allows HDR to quickly adjust priorities and staff commitments should obstacles or delays occur. The focus of our management approach is simple: identify potential problems and make corrective decisions as needed to keep each task order on schedule and under budget.

CONFLICT OF INTEREST DISCLAIMER

HDR Engineering, Inc. hereby certifies that, to the best of its knowledge and belief, no employee or official of the City of Vancouver or the appropriate Advisory Board has any interest, financial or otherwise, in the proposing agency or proposed project.

(Table 3). HDR direct hourly rates and billing rates

HDR RATES, EFFECTIVE FEBRUARY 2022 - DECEMBER 2022		
JOB CLASSIFICATION	STAFF	2022 HOURLY RATE
Principal/PM	April Siebenaler	\$300
ROW Specialist/Principal Broker	Patricia Thayer	\$235
ROW Specialist/Principal Broker	Leigh Enger	\$235
Sr Project Accountant	Kerri Chipman	\$185
Sr ROW Agent	Cyndi Whelpley	\$180
Sr ROW Agent	Hannah Halpenny	\$170
ROW Agent III	Dan Frink, Rita Gunderson, Tim Sauber	\$155
ROW Agent II	Heidi Jewett, Michelle Rude, Jason Knutson, Sherri Clark	\$125
Sr Project Coordinator	Jackie Babb Milligan	\$115
Project Accountant	Kim Irey	\$115
ROW Technician II	Jennifer Davis	\$110
ROW Agent I	Kim Disciascio	\$100
ROW Technician I	Alexis Johnson	\$85
Other Subconsultants		At Cost
Appraiser		Appraisals are a fixed cost based on appraisal type

DIRECT NON-LABOR COSTS

Mileage - At Current Federal Rate

Communications - At Cost

Reproductions - At Cost

Other Direct Costs - At Cost

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

Agreement Number: C-100875

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: C-100875

Exhibit G

Certification Documents

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

Agreement Number: C-100875

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Epic Land Solutions, Inc.
whose address is
1950 Black Lake Blvd, Suite B, Olympia WA 98512
and that neither the above firm nor I have:

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☒ Other

of the City of Vancouver, and Epic Land Solutions, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number: C-100875

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

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

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

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

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Real Estate Acquisition and Relocation * are accurate, complete, and current as of March 28, 2022 **.

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

Firm: Epic Land Solutions, Inc.

Signature

Title

Date of Execution***:

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

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

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

Agreement Number: C-100875

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number: C-100875

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: C-100875

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: C-100875

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: C-100875

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: C-100875

Local Agency Real Estate Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-100875

Does this Require DES filing? ☐ Yes ☒ No

Firm/Organization Legal Name (do not use dba's): Epic Land Solutions, Inc.			
Address 1950 Black Lake Blvd SW Ste B Olympia WA 98512		Federal Aid Number TBD	
UBI Number		Federal TIN or SSN Number 95-4813025	
Execution Date May 1, 2022		Completion Date April 30, 2027	
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☐ No	
Project Title Miscellaneous Projects			
Description of Work On-Call Real Estate Acquisition and Relocation Services			
☐ Yes	%	☒ No DBE Participation	Maximum Amount Payable: \$750,000.00
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ No SBE Participation	

Index of Exhibits

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

Agreement Number: C-100875

THIS AGREEMENT is made and entered into as shown in the "Execution Date" on page one (1) in the heading of this AGREEMENT, between the City of Vancouver, hereinafter called the "AGENCY," and the name/organization referenced on page one (1) in the heading of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in the section I. "Description of Work" section of this AGREEMENT and hereafter called the "SERVICES"; and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

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

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the AGENCY, and the CONSULTANT mutually agree as follows:

I. Description of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

If, due to the CONSULTANT'S error or oversight, corrections to the SERVICES contracted for herein are necessary, the CONSULTANT will make such corrections at no additional cost to the AGENCY and will submit such corrections to the AGENCY within ten (10) days of receipt of the AGENCY'S request.

II. General Requirements

CONSULTANT shall, at all times, comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, decrees, directives, guidelines, etc., (together "Laws") which may impact or apply to the performance of SERVICES under this AGREEMENT, regardless of whether such Laws are modified or are enacted during the term of this AGREEMENT.

III. Period of Performance

This AGREEMENT shall commence on the date executed by the AGENCY and the CONSULTANT shown in "Execution Date" in the heading of this AGREEMENT on page one (1) and shall be completed on the date shown in "Completion Date" in the heading of this AGREEMENT on page one (1), unless modified by a written AGREEMENT revision extending the "Completion Date" or unless terminated sooner as provided herein.

Upon completion or termination of this AGREEMENT, the CONSULTANT shall turn over all documents, records and file materials to the AGENCY.

IV. Payment Provisions

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

Agreement Number: C-100875

- A. Hourly Rates: The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

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

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

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

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. If the classification ranges (Actuals not to Exceed Table) are utilized, the CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee within the appropriate classification ranges.

- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY, Washington State Department of Transportation (WSDOT)’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 “Travel Costs.” The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

Agreement Number: C-100875

- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, the State, and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and / or at the request of the AGENCY's Project Manager.

V. Compensation

The CONSULTANT shall be paid the hourly rates for all SERVICES and expenses under this AGREEMENT, provided that the total reimbursement under this AGREEMENT shall not exceed \$750,000. Such payment shall include all the CONSULTANT'S expenses in the performance of this AGREEMENT unless otherwise

Agreement Number: C-100875

specified in Section XVII “Special Provisions.” The CONSULTANT’S invoice shall include: the project title, description of the services rendered, and the dates worked.

VI. Records and Accounts

The CONSULTANT and any authorized sub-consultant, or any other person or firm, shall keep detailed records relating to the charges made and expenses incurred for work required by this AGREEMENT.

The CONSULTANT’s accounting records pertaining to this AGREEMENT shall be available for inspection by representatives of the AGENCY, the State, and the United States, at the office of the CONSULTANT. The CONSULTANT shall include in any sub-consultant agreement/contract or any agreement/contract with any person or firm a provision requiring such sub-consultant, person, or firm to make its financial records available for inspection by the AGENCY in accordance with this provision.

The accounting record referred to in the preceding paragraph shall be available for inspection during normal business hours and shall be retained by the CONSULTANT or sub-consultant, or any other person or firm, for a period of three (3) years following final payment from the AGENCY to the CONSULTANT with the following exception: if any litigation, claim, or audit is started before the expiration of the three (3) year retention period, the records shall be retained until all litigation, claim, or audit findings involving the records have been resolved.

The CONSULTANT further agrees that any duly authorized representative of the AGENCY, the State or of the United States, in the official conduct of its business shall have access to and the right to examine any directly pertinent books, documents, papers, photographic negatives, and records of the CONSULTANT involving the SERVICES provided under the terms of this AGREEMENT at any time during normal business hours during the life of this AGREEMENT and for three (3) years after the date of the final payment under this AGREEMENT.

An audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT’s Internal Audit Office and / or at the request of the AGENCY’s Project Manager.

VII. Performance of Services

In the performance of the SERVICES under this AGREEMENT, the CONSULTANT shall comply with all applicable AGENCY regulations, State and Federal laws, regulations and procedures.

1. Non-delegation

The SERVICES to be furnished under the terms of this AGREEMENT shall be performed by the CONSULTANT and the CONSULTANT’S bona fide employees, and shall not be delegated to any other person or firm.

2. Subcontracting

The CONSULTANT shall not hire sub-consultants or any other person or firm to provide SERVICES under this AGREEMENT except pursuant to a revision of this AGREEMENT as authorized in Section XVIII “Modification of Agreement.” All applicable portions of this AGREEMENT shall be contained in the subcontract between the CONSULTANT and its sub-consultant(s).

The CONSULTANT shall remove any employee from assignment to perform SERVICES under this AGREEMENT immediately upon receipt of written request to do so from the AGENCY.

Agreement Number: C-100875

The CONSULTANT warrants that, if it is full or partially employed by any public agency other than the AGENCY, its acceptance of this AGREEMENT is with the consent of such agency; that the CONSULTANT shall spend no time in the performance required in this AGREEMENT during which time the CONSULTANT should normally be employed and paid by such agency; and that the acceptance of this AGREEMENT will not interfere with any obligations the CONSULTANT may have to such agency.

VIII. Employment and Organizational Conflict of Interest

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

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

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

The CONSULTANT shall comply with the Federal Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued there under; and shall save the AGENCY free, clear and harmless from all actions, claims, demands and expenses arising out of said Act and any rules and regulations that are or may be promulgated in connection therewith.

The CONSULTANT assumes full responsibility for the payment of all payroll taxes, use, sales, income or any other form of taxes, fees, licenses, excises, or payments required by any Federal or State legislation which are now or which may be enacted during the term of this AGREEMENT as to all the CONSULTANT'S employees, and as to all the duties, activities, and requirements of the CONSULTANT in the performance of this AGREEMENT.

The CONSULTANT shall comply with the WSDOT'S Organizational Conflict of Interest Policy, WSDOT Manual 3043, and revisions thereto <http://www.wsdot.wa.gov/Publications/Manuals/M3043.htm>, and its requirements for employees, the CONSULTANT firm and any entities created to do business with the AGENCY.

Agreement Number: C-100875

IX. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Laws and Regulations

The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, hereinafter referred to as the "REGULATIONS", which are herein incorporated by reference and made a part of this AGREEMENT. The CONSULTANT shall comply with the State Law Against Discrimination, Chapter 49.60 RCW and any REGULATIONS adopted thereto.

2. Nondiscrimination

The CONSULTANT with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of age, sex, marital status, race, creed, color, national origin, or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Chapter 49.60 RCW or by section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitation for Sub-consultants, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the above grounds.

4. Information and Reports

The CONSULTANT shall provide all information and reports required by the REGULATIONS; or directives issued pursuant thereto, and shall permit access to its books, records, accounts or other sources of information, and its facilities as may be determined by the AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, directives or laws. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refused to furnish this information, the CONSULTANT shall so certify to the AGENCY, WSDOT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the CONSULTANT's noncompliance with the discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it may determine to be appropriate, including but not limited to (1) withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or (2) cancellation, termination, or suspension of this AGREEMENT in whole or in part.

6. Incorporation of Provisions

The CONSULTANT shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the AGENCY, WSDOT, or Federal Highway Administration may direct as a means of

Agreement Number: C-100875

enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY and / or WSDOT; and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

X. Termination

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

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT which, when added to any payments previously made, shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the SERVICES. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or

Agreement Number: C-100875

chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY against and hold harmless the STATE and AGENCY from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and / or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and / or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and / or AGENCY may be legally liable, the indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultants, subcontractor and vendor, of any tier.

Agreement Number: C-100875

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

The CONSULTANT'S professional liability to the AGENCY, including that which may arise in reference to Section XIV "Insurance" of this AGREEMENT, shall be limited to the total amount of the AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater. In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIII. Independent Contractor

The CONSULTANT shall be deemed an independent contractor for all purposes. The CONSULTANT and its employees and any authorized sub-consultants, or any other person of firm, shall not be deemed the employees of the AGENCY for any purpose.

XIV. Insurance

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

It is the CONSULTANT'S responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the AGREEMENT.

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

XV. Confidentiality

The AGENCY is contracting for the CONSULTANT'S independent performance of the specified SERVICES. Should the AGENCY employ another CONSULTANT to perform the same services, the CONSULTANT shall not discuss or otherwise exchange information with such other CONSULTANT.

Agreement Number: C-100875

The project for which the SERVICES of the CONSULTANT are required may involve litigation of claims against or brought by the STATE and / or AGENCY. Subject to Washington's Public Records Act (RCW ch. 42.17 et. al.) all information developed by the CONSULTANT and all information made available to the CONSULTANT and all analyses, conclusions, and/or opinions reached by the CONSULTANT shall be confidential as between the CONSULTANT and the AGENCY. Such information shall not be revealed by the CONSULTANT to any other person, organization, or entity without the express consent of the AGENCY. The confidentiality of such information will survive the completion of work under this AGREEMENT and/or the termination of this AGREEMENT.

The SERVICES to be performed under this AGREEMENT do not include SERVICES as an expert witness; in the event of the commencement of litigation, SERVICES as an expert witness will be the subject of a separate AGREEMENT.

XVI. Applicability of Law

This AGREEMENT shall be deemed executed in the State of Washington and the laws of the State of Washington shall govern the interpretation and application of its provisions. Venue for any suits between the CONSULTANT and the AGENCY arising from this AGREEMENT shall be brought and maintained in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XVII. Special Provisions

XVIII. Modification of Agreement

This AGREEMENT, or any provision thereof, may be modified or amended only by express written AGREEMENT revision properly signed by all parties.

This AGREEMENT is hereby tendered and the terms and obligations hereof shall not become binding on the State of Washington unless and until accepted and approved hereon in writing for the AGENCY's authorized representative.

Agreement Number: C-100875

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Epic Land 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

Exhibit A Scope of Work

Project No. N/A

The Consultant is to provide on-call real estate acquisition and relocation service and other related professional services per Request for Proposal #13-22 (RFP) and respondents response to said RFP on file in the City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Agreement Number: C-100875

Exhibit B

DBE Participation

N/A

Agreement Number: C-100875

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

Agreement Number: C-100875

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

TBD

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

TBD

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

TBD

Agreement Number: C-100875

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

TBD

B. Electronic Messaging System

TBD

C. File Transfers Format

TBD

Exhibit D

Prime Consultant Cost Computations

See Attached

Agreement Number: C-100875

Pricing

One total parcel acquisition including business relocation:

Estimated time to complete – 12 months

Total Fee - \$17,500.00

One total parcel acquisition including residential relocation:

Estimated time to complete - 9 months

Total Fee - \$16,500.00

One strip take including formal appraisal:

Estimated time to complete – 6 months

Total Fee - \$10,500.00

Cost Proposal:

PRICE SCHEDULE E			
RFP Item	Item Description	Unit	Blended Rate Year 1 (3% annual escalation)
COMMERCIAL AND RESIDENTIAL			
E1	Project Manager	HR	\$196.33
E2	Acquisition Manager	HR	\$173.90
E3	Senior ROW/Relo Agent	HR	\$129.03
E4	ROW/Relo Agent	HR	\$113.31
E4	Right of Way Technician	HR	\$100.97
E5	Administrative Coordinator	HR	\$92.00

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

N/A

Agreement Number: C-100875

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: C-100875

Exhibit G

Certification Documents

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

Agreement Number: C-100875

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Epic Land Solutions, Inc.
whose address is
1950 Black Lake Blvd, Suite B, Olympia WA 98512
and that neither the above firm nor I have:

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official of the Local Agency

☒ Other

of the City of Vancouver, and Epic Land Solutions, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number: C-100875

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

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

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

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

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

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

Epic Land Solutions, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: C-100875

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Real Estate Acquisition and Relocation * are accurate, complete, and current as of March 28, 2022 ** .

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

Firm: Epic Land Solutions, Inc.

Signature Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: C-100875

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ 1,000,000

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,000,000

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number: C-100875

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: C-100875

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: C-100875

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: C-100875

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: C-100875



Staff Report: 054-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/18/2022

SUBJECT Bid Award for the Columbia Street Safety and Mobility Project (PRJ072670), per Bid #22-06

Key Points

- The City is improving Columbia Street between Columbia Way and NW 45th Street as a part of the Westside Bike Mobility Project. To facilitate the overall improvements work is done using multiple contracts. Recent work includes:
 - Repaving, striping for buffered and standard non-buffered bike lanes, ADA curb ramps, and green bike boxes in conjunction with the City's Pavement Management Program, work completed in 2021; and
 - Traffic signal replacement at the intersection of Columbia Street and W 13th Street, work is underway and anticipated to be completed in summer 2022.
- The Columbia Street Safety and Mobility Improvements (subject bid award) include enhanced crosswalks, street lighting, a pedestrian beacon at W 7th Street, cycle lane separators, and pedestrian and bicycle counter stations on Columbia Street between Columbia Way and NW 45th Street.

Strategic Plan Alignment

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

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

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

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

Present Situation

On March 2, 2022, the City received 3 bids for the subject project. The bids ranged from \$536,000.00 to \$818,815.00. The low bidder was considered non-responsive due to submitting an unbalanced bid. The second low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Western United Civil Group LLC, Yacolt, WA	\$736,495.00
Mill Plain Electric, Inc., Vancouver, WA	\$818,815.00
NE Electric LLC, Woodland, WA	Non-responsive
Engineer's Estimate	\$600,000.00 to \$700,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Western United Civil Group LLC of Yacolt, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 200 hours of apprentice time of the estimating total of 900 applicable labor hours for the project.

Advantage(s)

1. 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.
2. 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

None. Sufficient budget has been included in the 2021-22 budget. The additional information is provided below. The total estimated cost of the Columbia Street Project is \$3.2 million. This includes \$2.1 million for paving, curb ramps, speed cushions and striping, which was 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 this contract which is budgeted at \$990,000 in bike and pedestrian mobility improvements funded through a combination of a WSDOT grant and local match funding.

Prior Council Review

- The Westside Bike Mobility Project – multiple City Council work sessions (including the January 15, 2021, memorandum).
- Award of Bid for 2021 City of Vancouver/Clark County Joint Agency Road Preservation

Project (#072821), per Clark County Bid # PRJ0000974, staff report # 063-21 – April 26, 2021. Award of Bid for the Columbia Street Paving Project (Mill Plain to NW 45th Street) (072821), per Bid #21-16, staff report #070-21 – May 10, 2021

- Memo to Council – Columbia Street Construction Sequencing – May 3, 2021.

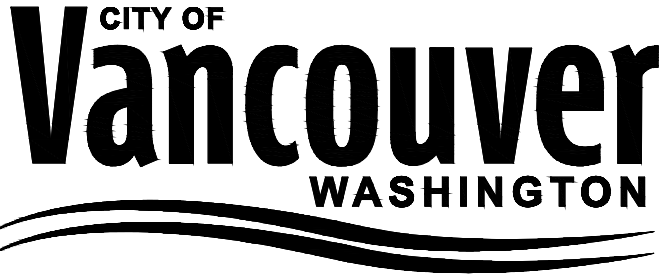
Action Requested

Award a construction contract for the Columbia Street Safety and Mobility Project to the lowest responsive and responsible bidder, Western United Civil Group LLC of Yacolt, Washington, at their bid price of \$736,495.00, 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



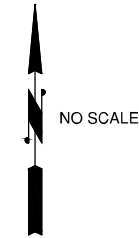
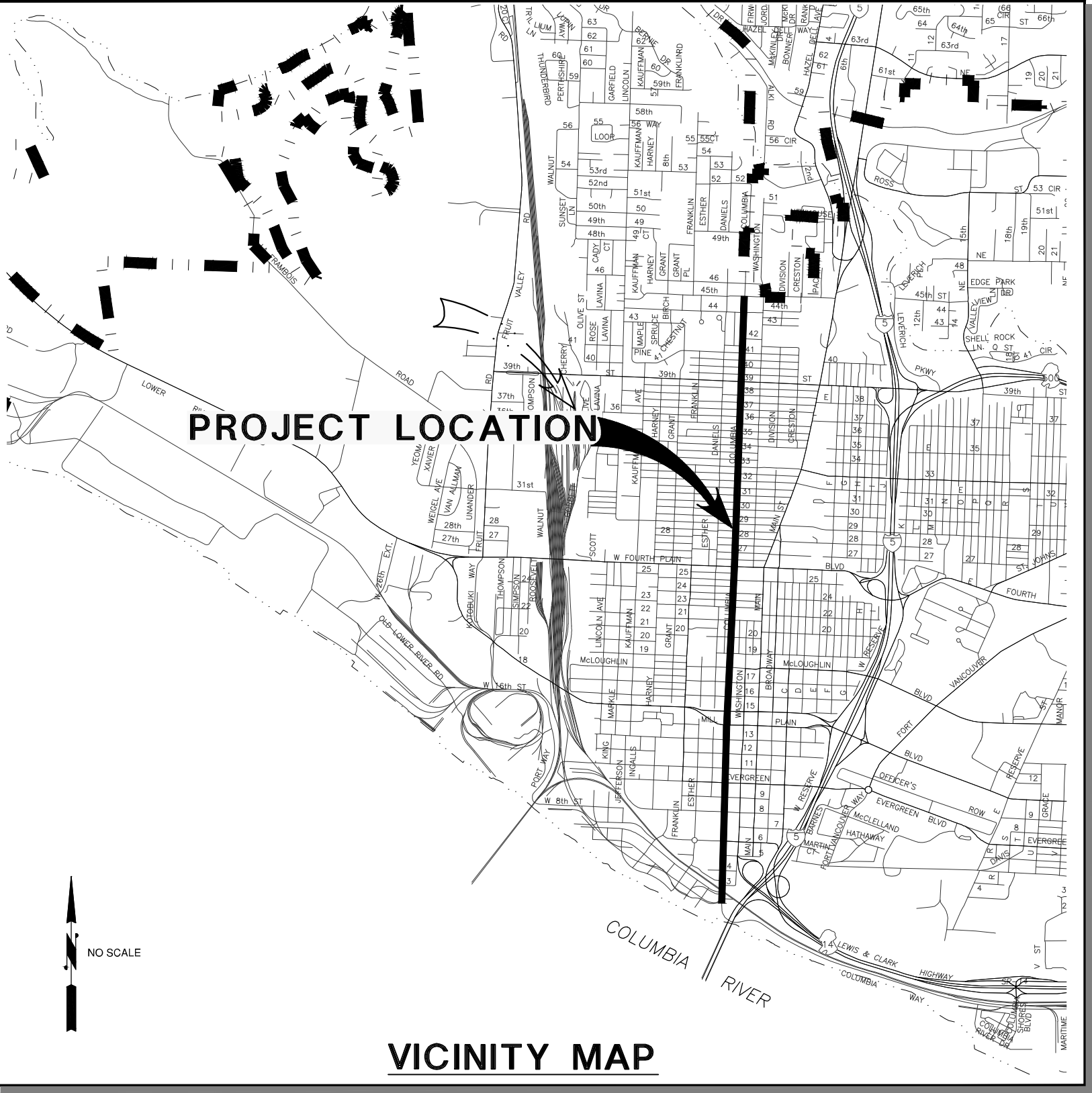
PLANS FOR PROPOSED
COLUMBIA STREET
SAFETY AND MOBILITY PROJECT
2021-2023 PEDESTRIAN AND BICYCLIST PROGRAM
FROM
W COLUMBIA WAY TO NW 45TH ST

DECEMBER 2021

PROJECT NUMBER - PRJ07670
BUDGET NO. - COST CENTER NUMBER - CC0179
STATE PROJECT NO. - HLP-PB21(003)
AGREEMENT NO. - LA-10185
CONTRACT NO. - TA7253

SHEET INDEX

	SHT. NO.	CAT. NO.	DESCRIPTION
GENERAL	1	G01	COVER SHEET
	2	G02	GENERAL NOTES, ABBREVIATIONS AND LEGEND
SIGNING AND STRIPING PLANS	3-9	SS01-SS07	SIGNING, STRIPING AND PED/BIKE COUNTER PLANS
STANDARD DETAILS	10	D01	STANDARD PLANS
ILLUMINATION PLANS	11-16	I01-I06	ILLUMINATION PLANS
ILLUMINATION DETAILS	17	D02	ILLUMINATION STANDARD PLANS
RRFB PLANS	18	M01	RECTANGULAR RAPID FLASHING BEACON (RRFB) PLAN
RRFB DETAILS	19	D03	RRFB STANDARD PLANS



VICINITY MAP

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



CALL 48 HOURS
BEFORE YOU DIG
1-800-424-5555
WASHINGTON
UTILITIES
COORDINATING COUNCIL

APPROVAL BY: 
STREETS & TRANSPORTATION MANAGER

Digitally signed by Ryan
Lopossa
Date: 2021.12.21
10:27:18 -08'00'

APPROVAL BY: 
ENGINEERING MANAGER



CONTRACT # _____

ITB 22-06: Columbia Street Safety & Mobility Project - Columbia Way to Northwest 45th St

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 Western United Civil Group, LLC, hereinafter referred to as "Contractor," whose address is PO Box 236, Yacolt, WA 98675, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Columbia Street Safety & Mobility Project - Columbia Way to Northwest 45th St. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-06 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 roadway resurfacing, pervious concrete, curb, gutter, sidewalks, storm drainage, pedestrian beacons, signing, striping, illumination, landscaping and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Work shall be fully complete within 75 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.
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 include 8.5% Washington State Sales Tax (if applicable) \$736,495.00.

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 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

Western United Civil Group, LLC.
 PO Box 236
 Yacolt, WA 98675

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:

Western United Civil 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



Staff Report: 055-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/18/2022

SUBJECT Approval of increasing the threshold of an existing contract with Flowbird C-100543

Key Points

- The City contracted with Flowbird for the purchase of Parkeon Pay Stations, which facilitate parking payments.
- Purchases from this contract will exceed the \$300,000 threshold.
- The nationwide upgrade to 4G starting in February 2022 required Parking to upgrade modems in our pay stations.
- All other terms and conditions of the underlying contract remain the same.
- The original contract is sole source.

Strategic Plan Alignment

Objective 1.2: Ensure our infrastructure is well maintained.

Present Situation

Parking uses Contract C-100543 to cover any purchase and equipment repairs for our pay stations. The City operates approximately 200 of these machines, which handle coin and credit card payments for hourly parking in the downtown core. Two major expenses have prompted this request for an increase to the \$300,000 contract threshold: In 2021, Parking Services purchased and installed 15 pay stations at a cost of \$108,000. In February 2022, AT&T shut down their 3G mobile network to make room for 5G (the other major networks will follow this year). The modems in many of our paystations only transmitted 3G and were replaced at a cost of \$63,250.

Due to these additional expenses, the current contract will not have sufficient funds to support the standard maintenance and fees associated with these services. Staff is requesting an increase to the current contract threshold of \$300,000 up to \$450,000 to cover these expenses and to support continued operation of the parking stations through February 1, 2023.

Advantage(s)

1. Allows parking equipment to continue functioning, facilitating easy payments for customers.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and services.
3. The approval for continued use of this contract will enable Parking Services to purchase the equipment, parts, and services needed for the operation of the pay stations.

Disadvantage(s)

None

Budget Impact

None. All purchases will be within Parking's current budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to approve purchases under the City of Vancouver's Contract C-100543 for the life of the contract with Flowbird up to \$450,000 total. Contract ends February 1st, 2023.

Steve Kaspan, Parking Services Manager, 360-487-8658

ATTACHMENTS:

- ▣ Sole Source Justification
- ▣ Contract



SOLE SOURCE JUSTIFICATION Purchases Above \$5,000

A sole source is defined as:

A purchase that is clearly and legitimately limited to a single source or supply.

- A. If there is a way to draft the specifications so that more than one respondent will reply, it is not a sole source.
- B. The use of sole source purchases shall be limited only to specific instances which are totally justified to satisfy compatibility or technical performance needs.

Immediately following award of a sole source contract, the contract (PO or paper contract) and the factual basis for the sole source procurement (this Sole Source Justification Form) must be recorded and open to public inspection (RCW 39.04.280(2)(a)).

I REQUEST THAT THE REFERENCED PURCHASE BE DECLARED A SOLE SOURCE PURCHASE.
Department: CED
Requestor: Steve Kaspan
Proposed supplier name and address:

**Flowbird
100, Avenue de Suffren
75015 Paris
France**

Contract # (if applicable):
**Estimated cost of goods or services for this request:
\$400,000**
**Total Amount Spent to Date (if applicable):
\$1,200,000**
This is a sole source purchase because (Check all that apply):

- ☒ **Sole Source:** No other items are known to exist which perform the same function.
- ☒ **Special Design** – Item is specific design to fit in with an existing installation.
- ☐ **Consultant** – Providing professional or technical expertise of a unique nature or location availability.
- ☒ **Proprietary** – Item is held under exclusive title, trademark or copyright
- ☒ **Warranty Service** – The vendor is the sole provider of factory authorized warranty service.
- ☐ **Established Standard** – The vendor is the sole provider of goods and services for which the City has established a standard.
- ☐ **Used Item** – The vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price, availability, etc).

Describe the proposed goods or services.

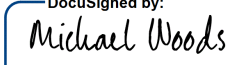
Monthly computer software support for Parkeon paystations. The software informs us if a machine is not working properly and is in need of repair, coin collection information, and validation codes. Hardware, including parts and additional pay stations (to replace old or damaged stations). Professional services include service calls, software development (graphics, change rate profiles, add/delete services), and pay station installation

What are the specific necessary features that this supplier provides that are not available from other suppliers?

The city owns 200 Parkeon (Flowbird) paystations. In order to keep these stations operable, we need to use Flowbird for software and hardware

Discuss how similar goods or services are unable to meet the required objective.

Software and hardware from other companies is incompatible with our paystations

What steps have you taken to verify that these features are not available elsewhere?	
☐ Other brands/manufacturers were examined. Provide a list of phone numbers and names and explain why these did not meet the requirements:	
☐ Other vendors were contacted but did not meet the requirements. Provide a list of companies and phone numbers and why they did not meet the requirements:	
☒ Other, please explain: Parkeon (Flowbird) software services are proprietary to the equipment manufactured, sold, and maintained for parking meter services and revenue collection reporting.	
Can your requirements be modified so that competitive products or services may be used? ☐ Yes ☒ No If yes, please explain modifications and potential costs:	
Is this a one-time procurement? ☒ No* ☐ Yes	*If on-going sole source procurement is <u>required</u>, include or attach an estimate that shows total annualized expenditure for each year.
PRICE REASONABLENESS (Check all that apply and attach back-up documentation)	
I determined that the price is fair and reasonable because:	
☐ I compared the proposed price to prices I previously paid for the same or similar goods and/or services. See PO # . Specify price:	
☐ I compared the proposed price to current published catalog, price lists, or market prices as documented in the attachments and the proposed price is similar or less. <u>Attach relevant documentation.</u>	
☐ I compared the proposed price to rough yardsticks, such as dollars per pound, per horsepower, or other units of measure and did not discover significant inconsistencies that warrant additional pricing inquiry.	
☐ Based on my knowledge of the market, my experience of prior similar proposals, or knowledge imparted by technical experts.	
☐ The price is set by law or regulations.	
☒ Market research reveals that same or similar goods or services are available for a similar price.	
☐ Other:	
STATEMENT OF NEED AND CERTIFICATION: My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known vendors to exist.	
	02/01/2021
Signature (Requestor)	Date
Department/Division Manager	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	
	02/01/2021
Signature	Date
Procurement Department Review	
Based upon the above, I have reviewed this request and I ☒ support/ ☐ deny this request.	
DocuSigned by:  DECBBTC2CB1E48D...	2/2/2021
Signature	Date
Flowbird (formerly Parkeon and Cole merged) is trademarked and only software/parts supplier for our Parkeon parking meters. Confirmed MW	
FMS Department Director Signature	
Based upon the above, I authorize the sole source acquisition of the goods or services specified.	

DocuSigned by:

Signature

Natascha Ramras

Date 2/2/2021

BCF6734E40E94AE...

****NOTE: This Sole Source Justification is valid for two (2) years from the noted date; a new justification form is needed for additional time, as new vendors may have entered the marketplace.***

Procurement Use Only	
Supplier Contract Number:	Staff Report # (if applicable):
Effective Date:	End Date:

*Parkeon (Flowbird) is on IT's approved software list from Staff Report 103-14 as part of the City's legacy technology systems. This sole source incorporates the purchasing of parts, along with any professional services that may be needed. \$200,000 yearly estimate would allow for any new meters needed, which are unknown at this time. MW

Expenditure Estimate

Software costs: \$8615 - \$9245 a month, \$103,380 - \$110,940 a year

- \$45/month per pay station + \$5/month for pay station with validation option (13 pay stations have the validation)
- We have between 190 – 204 pay stations. The number fluctuates throughout the year because we add, move a few around, or remove for construction.

Parts from Parkeon: \$6,000 to \$8,000

- Approximately \$6k on parts a year.
- If we move the 10 pay stations out of Lot 18 there will be at least \$9,230 in parts required to get them on the street. If we want to move them to Lot 5 there won't be a huge parts cost, but we will end up paying a lot for services to get the infrastructure in place.
- Approximately \$1,500 for battery packs per year (Parkeon).

New Pay Stations + Installation: 0 to \$80,000 per year.

- \$10,000 per pay station
- Unknown exactly how many pay stations we will purchase during the 5 years.

Market Research

Cost of pay stations:

“Digital Payment Technologies’ Luke II Multi-Space Pay Stations cost \$10,000 each, the Reporter says. The company is owned by Indianapolis, Indiana-based T2 Systems.”

[Lansdale, Pennsylvania orders parking payment kiosks | Kiosk Marketplace](#)



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Contract #:	C-100543
Start Date:	Feb 2, 2021
End Date:	Feb 1, 2023
Total Contract Amount:	\$300,000.00

Parkeon
 40 Twosome Dr Ste 7
 Moorestown, NJ 08057

Submit all invoices and questions to:

Steve Kaspan / Steve.Kaspan@cityofvancouver.us

Contract Overview

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Authorized Signature



Staff Report: 056-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/18/2022

SUBJECT Authorization Resolution to submit grant applications to the Washington Recreation Conservation Office (RCO) to provide supplemental funding for development of Raymond E. Shaffer Community Park and acquisition reimbursement of Fenton Community Park acquisition

Key Points

- RCO grant applications must be supported by City Council through an authorization resolution and require the City to enter into a standard project agreement to implement the grant.
- Grant applications will support the development of Raymond E. Shaffer Community Park and reimburse a portion of the Fenton Community Park acquisition cost.
- Grant applications for these projects are consistent with the City of Vancouver Grants Management Administrative Policy (2012).
- Successful grant funds will leverage local resources to supplement the park capital projects.
- Grant match requirements for the Shaffer project can be met through PIF, and match for the Fenton project have been met through prior PIF expenditures and the land donation value from the property seller.

Strategic Plan Alignment

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

Present Situation

The City of Vancouver Grants Management Administrative Policy seeks to "assure that grants applied for, and eventually accepted, align with a specific citywide strategic commitment and/or a documented departmental core service and priority". The proposed grant projects are consistent with the policies, standards, and capital facilities plan in the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2022). City Council authorization is required for staff to pursue state and federal grant applications, and a resolution is specifically required by RCO for grant application eligibility.

RCO grant programs are generally open for application every two years pending funding approval by the state legislature. The 2022 RCO grants applications are due no later than May 1, 2022.

The Shaffer application will be submitted under two separate grant programs with a maximum award of \$2 million through the Land and Water Conservation Fund (LWCF), and \$500,000 through the Washington Wildlife and Recreation Program (WWRP). The match funding requirements for the RCO programs vary, ranging from no match to a maximum of 50% of the total project costs. The match for the Shaffer project can be satisfied through park impact fees (PIF District B).

In 2022, the City is eligible to pursue an acquisition reimbursement grant from RCO for the Fenton property acquisition completed in 2019 under a Waiver of Retroactivity. Acquisition reimbursements allow jurisdictions to pursue time sensitive acquisitions prior to grant agreements being in place and apply for reimbursement through various grant programs up to four years following the completion of the purchase.

The 2019 purchase of the Fenton Community Park property (PIF District C) was critical to secure one of the few remaining quality sites on the east side to serve city residents. Sufficient funding was not available in the applicable PIF accounts to purchase the site independently. To facilitate the purchase, a General Fund loan was approved by Council (Resolution M-3992). The interest bearing loan was established with a ten year pay off and a minimum annual payment schedule for repayment by December 1, 2028. As of April of 2022, the remaining balance is approximately \$550,041.

PIF funding already invested in the Fenton acquisition, combined with the land donation provided by the seller valued at \$334,000, will satisfy the grant matching requirements for this project.

The RCO standard grant project agreement (a sample of which is attached to this Staff Report) is required for cooperative management of any grant and other programs administered by RCO. The agreement includes the terms and conditions by which the grant is made, a description of the project, the period of performance, a requirement for compliance with any applicable laws, and standard terms and conditions. City staff and legal counsel have reviewed the sample agreement and determined that the City can effectively implement and comply with its terms.

Advantage(s)

These grants will be utilized to support park capital projects identified as priorities by leveraging park impact fee funds currently available and allocated for capital projects.

Disadvantage(s)

The City of Vancouver has a solid track record for securing grant funding to supplement local resources for park and recreation services. However, all grants are competitive in nature with no guarantee that these applications will be selected and successfully funded.

Budget Impact

Grant funding would be available in approximately June of 2023 if the grants are successfully funded. If the City is successful in securing grant funding, specific budget requests will be included in future budget actions.

Prior Council Review

None

Action Requested

Adopt a resolution authorizing Parks, Recreation & Cultural Services to apply for the grant projects identified above and authorize the City Manager, or his designee, to execute all required documentation associated with the grant applications.

Julie Hannon, Parks, Recreation & Cultural Services Director, 360-487-8309; Monica Tubberville, Senior Park Planner, 360-487-8353

ATTACHMENTS:

- ▣ RCO Sample Grant Agreement Template
- ▣ Resolution



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.

04/18/2022

RESOLUTION NO. _____

Organization Name (Grant Sponsor): City of Vancouver

Project Names: 2022 Grant Application Authorization

Project Numbers, and Names:

Raymond E. Shaffer Community Park - WWRP 22-1441

Raymond E. Shaffer Community Park - LWCF 22-1441

Fenton Community Park WWRP – WWRP 22-1496

A RESOLUTION authorizing applications for funding assistance for multiple projects from state or federal grant programs, including Washington Wildlife and Recreation Program (WWRP) and the Land and Water Conservation Fund administered by the Recreation and Conservation Office (RCO) and the National Park Service as provided in Chapter 79A.15 79A.25 RCW and WAC 286.

WHEREAS, the City of Vancouver has approved the Parks, Recreation and Cultural Services Comprehensive Plan that include the project areas; and

WHEREAS, under provisions of the WWRP and LWCF state or federal funding assistance is requested to aid in park development at Shaffer Community Park and for park acquisition or development at Fenton Community Park; and

WHEREAS, the City of Vancouver considers it in the best public interest to complete the development and acquisition projects described in these applications.

NOW, THEREFORE,

BE IT RESOLVED, THAT:

Section 1. The Director of the Vancouver Parks, Recreation & Cultural Services Department is authorized to make formal application to RCO for funding assistance on behalf of the City of Vancouver.

Section 2. As required by RCO, City staff have reviewed the sample project agreement on the Recreation and Conservation Office's web site at:

<http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and City Council authorizes the Vancouver City Manager, or his designee, to enter into such a project agreement or real estate documents if funding is awarded and grant assistance is contingent on a signed Agreement. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. The City recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before executing the project agreement on behalf of the City and so executes with our authorization.

Section 3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 4. The City of Vancouver hereby certifies that its share of project funding is committed and will be derived from Park Impact Fees and that pursuant to WAC 286-13-040 we must certify the availability of match for RCO grant projects at least one month before funding approval.

Section 5. The City acknowledges that we are responsible for supporting all non-cash commitments to these projects should they not materialize.

Section 6. The City is aware that the grants, if approved, will be paid on a reimbursement basis. This means we may only request payment after eligible and allowable costs that have already been paid and remitted to our vendors, and that RCO will hold a retainage until the project is deemed complete.

Section 7. The City acknowledges that any property acquired or developed, renovated or restored with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by the City and the Recreation and Conservation Funding Board. We agree to dedicate property acquired with grant assistance in a signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon RCO’s standard versions of those documents), to be recorded on the title of the property with the county auditor.

Section 8. The City acknowledges that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agree to other restrictions.

Section 9. This Resolution will become part of the formal application to the RCO; and

Section 10. Appropriate opportunity for public comment on these applications has been provided.

This Resolution authorizing grant applications was adopted by City Council during the meeting held April 18, 2022.

Adopted this _____ day of _____ 2022.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Jonathan Young, City Attorney

VOUCHER APPROVAL

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

\$ 7,813,836.07 this 18th day of April 2022.

DocuSigned by:



0000B0000E06424...
MAYOR



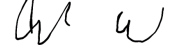
AUDITING OFFICER

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COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
April 4, 2022 - April 10, 2022	Accounts Payable Checks (see attached)	\$ 4,490,037.41
April 4, 2022 - April 10, 2022	Hansen City Payments (see attached)	\$ 2,121.01
April 4, 2022 - April 10, 2022	Visa Refunds (see attached)	\$ 4,453.91
April 4, 2022 - April 10, 2022	Payroll Checks (see attached)	\$ 3,317,223.74
TOTAL		\$ 7,813,836.07

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	4/1/2022	10,140.50	Athlactron Holding	
Supplier Payment	Manual Wire	No Reference	4/4/2022	218,611.91	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	4/4/2022	47,511.81	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Manual Wire	No Reference	4/4/2022	22,920.63	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire	No Reference	4/4/2022	8,983.73	VSP Vision Care Inc	
Supplier Payment	Manual Wire	No Reference	4/4/2022	20,867.76	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	4/5/2022	62,891.84	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	4/5/2022	446,475.59	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	4/5/2022	181,525.00	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	4/8/2022	7,403.55	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	4/8/2022	240,538.52	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	4/8/2022	292.28	Keybank National Association	
Supplier Payment	Manual Wire	No Reference	4/8/2022	774.90	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	4/8/2022	51,377.48	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	4/8/2022	1,085.93	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	4/8/2022	23,646.97	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	4/8/2022	6,040.90	Washington SDU	
Supplier Payment	Manual Wire	No Reference	4/8/2022	18,853.48	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	4/8/2022	18,376.20	Western States Health & Welfare Trust	
			Manual Wire Total	1,388,318.98		
Cash Advance Payment	Direct Deposit	EFT-00141074	4/4/2022	383.50	Lyle Mann	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00141075	4/4/2022	999.00	Matt Hoover	Travel Advance
Expense Payment	Direct Deposit	EFT-00141115	4/7/2022	102.29	Casey Holmes	
Expense Payment	Direct Deposit	EFT-00141116	4/7/2022	13.01	Wayne Folkers	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00141117	4/7/2022	100.00	Drew Klaetsch	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00141118	4/7/2022	88.00	Ty Stober	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00141119	4/7/2022	158.00	Anne McEnerny-Ogle	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00141120	4/7/2022	276.50	Ashley del Campo	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00141121	4/7/2022	276.50	Stacey Allington	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00141122	4/7/2022	359.06	Chelsea White	Travel Advance
			Direct Deposit Total	2,755.86		
Supplier Payment	EFT	EFT-00141123	4/7/2022	850.50	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00141124	4/7/2022	26,687.73	Angelo Property Co., LP	
Supplier Payment	EFT	EFT-00141125	4/7/2022	1,925.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00141126	4/7/2022	40.73	Ziply Fiber	
Supplier Payment	EFT	EFT-00141127	4/7/2022	2,460.80	Kamron Hedval	
Supplier Payment	EFT	EFT-00141128	4/7/2022	3,678.69	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00141129	4/7/2022	956,486.38	Operations Management International Inc	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	EFT	EFT-00141130	4/7/2022	3,307.80	Eagle Newspaper Inc	
Supplier Payment	EFT	EFT-00141131	4/7/2022	66,925.92	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00141132	4/7/2022	1,828.00	Faith Partners for Housing	
Supplier Payment	EFT	EFT-00141133	4/7/2022	701,931.15	Rotschy Inc	
Supplier Payment	EFT	EFT-00141134	4/7/2022	871.41	Praxair Distribution Inc	
Supplier Payment	EFT	EFT-00141135	4/7/2022	10,878.96	Blackline Inc	
Supplier Payment	EFT	EFT-00141136	4/7/2022	21,475.03	Sequence Graphics LLC	
Supplier Payment	EFT	EFT-00141137	4/7/2022	19,461.66	Evoqua Water Technologies LLC	
Supplier Payment	EFT	EFT-00141138	4/7/2022	422,532.84	Kirby Nagelhout Construction Company	
Supplier Payment	EFT	EFT-00141139	4/7/2022	1,972.08	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00142836	4/8/2022	23,428.80	IAFF Local #452	
Supplier Payment	EFT	EFT-00142837	4/8/2022	10,476.08	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00142838	4/8/2022	123.74	Legal Shield	
Supplier Payment	EFT	EFT-00142839	4/8/2022	13,896.34	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00142840	4/8/2022	947.40	Vancouver Command Guild	
			EFT Total	2,292,187.04		
Ad Hoc Payment	Check	2113	4/6/2022	809.27	AHBL Purchasing	ENG-82312
Ad Hoc Payment	Check	2114	4/6/2022	298.18	Alburger,Jansen	Utility Refunds: 0098020400-08 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2115	4/6/2022	873.44	Andres Barasa	Claim Payment - DOL: 02/27/22 - Risk
Ad Hoc Payment	Check	2116	4/6/2022	11.61	Barcroft,Jacob or Kristen	Utility Refunds: 0500001600-02
Ad Hoc Payment	Check	2117	4/6/2022	396.48	Boltz,Tammy or Jason	Utility Refunds: 0067020590-01
Ad Hoc Payment	Check	2118	4/6/2022	720.00	Burgers and Beer LLC	Bus lic fees ref COVID-19 surch reg prog
Ad Hoc Payment	Check	2119	4/6/2022	3,491.75	Capital Estates LLC	RES-313026
Ad Hoc Payment	Check	2120	4/6/2022	35.25	Cascade West Development Inc	Utility Refunds: 0500005443-01
Ad Hoc Payment	Check	2121	4/6/2022	270.00	Catedral Tapatio Restaurant	Alarm billing acct 9871 inv 99471542 ovpymt
Ad Hoc Payment	Check	2122	4/6/2022	61.47	Clackamas Electric Inc.	MPE-318577
Ad Hoc Payment	Check	2123	4/6/2022	2,250.00	Dutch Bros. LLC	Bus Lic Fees Ref COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	2124	4/6/2022	720.00	Dutch Bros. LLC	Bus lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	2125	4/6/2022	18.92	Erickson,Lisa R	Utility Refunds: 0091065800-04
Ad Hoc Payment	Check	2126	4/6/2022	252.00	Fatkic,Admir or Indira	Utility Refunds: 0113005936-01
Ad Hoc Payment	Check	2127	4/6/2022	5,000.00	Gay Molise	Claim Payment - DOL: 09/11/21 - Risk
Ad Hoc Payment	Check	2128	4/6/2022	246.50	Halfpenny,Nathan or Annemarie	Utility Refunds: 0128140120-06
Ad Hoc Payment	Check	2129	4/6/2022	484.88	Havens,Caitlyn or Jazmin	Utility Refunds: 0112097014-09
Ad Hoc Payment	Check	2130	4/6/2022	71.79	Hildreth,Danyella	Utility Refunds: 0115000091-02
Ad Hoc Payment	Check	2131	4/6/2022	1,800.00	Hooligan's Sports Bar and Grill LLC	Bus Lic fees ref COVID-19 such ref prog
Ad Hoc Payment	Check	2132	4/6/2022	890.20	HPA Borrower 2019-2 LLC	Utility Refunds: 0079091013-05
Ad Hoc Payment	Check	2133	4/6/2022	16.25	Ivey,Ethel	Utility Refunds: 0004026100-06
Ad Hoc Payment	Check	2134	4/6/2022	270.00	Ja Kitchen LLC	Buc Lic Fees Ref COVID-19 Surch Ref Prog
Ad Hoc Payment	Check	2135	4/6/2022	372.30	Janet or Russ Lytle	Utility Refunds: 0045012835-05
Ad Hoc Payment	Check	2136	4/6/2022	207.18	Jason,Eric	Utility Refunds: 0070000528-03
Ad Hoc Payment	Check	2137	4/6/2022	250.23	Kai Ying or Ting Wu	Utility Refunds: 0128140960-03
Ad Hoc Payment	Check	2138	4/6/2022	198.83	Kallas,Lisa or Randall	Utility Refunds: 0107002496-06
Ad Hoc Payment	Check	2139	4/6/2022	72.14	Karalekas,Vasilios T	Utility Refunds: 0500003334-03
Ad Hoc Payment	Check	2140	4/6/2022	15.62	Kasey Stombaugh or Lionel Hassen	Utility Refunds: 0074028400-07
Ad Hoc Payment	Check	2141	4/6/2022	630.00	Khounnala Corporation	Bus Lic Fees Ref COVID surch ref prog
Ad Hoc Payment	Check	2142	4/6/2022	153.24	Koskiniemi,Kathleen or Erik	Utility Refunds: 0112092004-17
Ad Hoc Payment	Check	2143	4/6/2022	62.80	McAlexander,Jessica or Marc	Utility Refunds: 0000007837-02
Ad Hoc Payment	Check	2144	4/6/2022	142.06	Mckay,Deborah A	Utility Refunds: 0045011468-04
Ad Hoc Payment	Check	2145	4/6/2022	40.00	Monica Heredia De Salinas	Alarm Billing acct 51807 inv 99457407 & 99462555 ovpymt

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	2146	4/6/2022	198.36	Nevue, Carrie	Utility Refunds: 0500001276-01
Ad Hoc Payment	Check	2147	4/6/2022	120.00	Northcrest Neighborhood Association	20220406
Ad Hoc Payment	Check	2148	4/6/2022	20.00	NW Priority CU	Alarm billing acct 8555 inv 99471496 ovpymt
Ad Hoc Payment	Check	2149	4/6/2022	489.24	Pacific Lifestyle Homes	Utility Refunds: 0500005208-01
Ad Hoc Payment	Check	2150	4/6/2022	45.76	Pacific Lifestyle Homes	Utility Refunds: 0500005214-01
Ad Hoc Payment	Check	2151	4/6/2022	220.00	PCS	alarm billing Grove At Fifty Eighth Drh acct 22186 inv 99455035 & 99459452
Ad Hoc Payment	Check	2152	4/6/2022	50.00	PCS	pymnt received after trans to coll agency 7202909545 Tomas Bulux Velasquez
Ad Hoc Payment	Check	2153	4/6/2022	40.00	PCS	Alarm billing Lincoln Electric Acct 1482 inv 99462487/99456641
Ad Hoc Payment	Check	2154	4/6/2022	500.00	Roberto Rios	Damage Deposit Refund
Ad Hoc Payment	Check	2155	4/6/2022	66.83	Rod Clark or Estera Kuhlmann	Utility Refunds: 0500004646-01
Ad Hoc Payment	Check	2156	4/6/2022	170.80	Ryan Cole or Donald Vogel	Utility Refunds: 0109005248-05
Ad Hoc Payment	Check	2157	4/6/2022	197.14	Strang, Matthew or Sara	Utility Refunds: 0106080080-12
Ad Hoc Payment	Check	2158	4/6/2022	103.26	Summerfield Homes LLC	Utility Refunds: 0114008508-14
Ad Hoc Payment	Check	2159	4/6/2022	720.00	Suwannee & Co. Inc	Bus Lic fees ref COVID-19 surch ref prog
Ad Hoc Payment	Check	2160	4/6/2022	187.80	Van Son, John or Catherine	Utility Refunds: 0078026900-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2161	4/6/2022	148.00	Vladimir Sayenko or Inna Minyaylo	Utility Refunds: 0015050200-07
Ad Hoc Payment	Check	2162	4/6/2022	67.20	Ward, Steve	Utility Refunds: 0023032950-05
Ad Hoc Payment	Check	2163	4/6/2022	67.74	Williams, John	Utility Refunds: 0000002467-03
Ad Hoc Payment	Check	2164	4/6/2022	16.56	Wright, Elena	Utility Refunds: 0000004265-01
Ad Hoc Payment	Check	2165	4/6/2022	379.09	Zillow Group	Utility Refunds: 0046025604-04 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	2166	4/6/2022	33.50	Zillow Homes Property Trust	Utility Refunds: 0101021670-05
Ad Hoc Payment	Check	2167	4/6/2022	18.52	Zillow Homes Property Trust	Utility Refunds: 0116021200-03
Ad Hoc Payment	Check	2168	4/6/2022	10.86	Zillow Homes Property Trust	Utility Refunds: 0000009184-03
Ad Hoc Payment	Check	2169	4/6/2022	10.22	Zillow Homes Property Trust	Utility Refunds: 0000009051-03
Ad Hoc Payment	Check	2170	4/6/2022	246.00	Zillow Homes Property Trust	Utility Refunds: 0138001644-06 Consolidated refund created from multiple refunds
Supplier Payment	Check	2171	4/6/2022	362.00	Accurate Corporate Services Inc	
Supplier Payment	Check	2172	4/6/2022	2,250.58	A-Check America Inc - Remit-To: A-Check - Glendale	
Supplier Payment	Check	2173	4/6/2022	28,564.80	Action Technology Systems	
Supplier Payment	Check	2174	4/6/2022	120.00	American Sani-Can	
Supplier Payment	Check	2175	4/6/2022	18,811.73	APGN Inc	
Supplier Payment	Check	2176	4/6/2022	282.78	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	2177	4/6/2022	44,688.99	Arborscape Ltd Inc	
Supplier Payment	Check	2178	4/6/2022	8,451.57	AT & T Mobility II LLC	
Supplier Payment	Check	2179	4/6/2022	10,190.42	B.C.V., Inc	
Supplier Payment	Check	2180	4/6/2022	5,243.41	Bacon Collision	
Supplier Payment	Check	2181	4/6/2022	27,485.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	2182	4/6/2022	3,268.75	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	2183	4/6/2022	10,369.50	CECO Inc	
Supplier Payment	Check	2184	4/6/2022	375.46	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	2185	4/6/2022	1,705.05	Century West Engineering Corp	
Supplier Payment	Check	2186	4/6/2022	16,462.95	CH2M Hill Engineers Inc - Remit-To: CH2M Hill Engineers Inc - Bellevue	
Supplier Payment	Check	2187	4/6/2022	283.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	2188	4/6/2022	16,612.50	Clark County Fire District 5	

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Check Number	Payment Date	Payment Amount	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	2189	4/6/2022	139,524.01	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	2190	4/6/2022	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	2191	4/6/2022	617.68	Clark Public Utility District No. 1	
Supplier Payment	Check	2192	4/6/2022	20,983.47	Columbia Resource Company	
Supplier Payment	Check	2193	4/6/2022	118.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	2194	4/6/2022	204.04	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	2195	4/6/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	2196	4/6/2022	193.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	2197	4/6/2022	108.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	2198	4/6/2022	32.88	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	2199	4/6/2022	3,647.30	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	2200	4/6/2022	267.64	Dex Media West	
Supplier Payment	Check	2201	4/6/2022	5,696.25	eLock Technologies LLC	
Supplier Payment	Check	2202	4/6/2022	7,946.14	Emphasys Computer Solutions Inc.	
Supplier Payment	Check	2203	4/6/2022	19,817.10	Epic Land Solutions, Inc.	
Supplier Payment	Check	2204	4/6/2022	61,192.00	Evergreen Habitat for Humanity	
Supplier Payment	Check	2205	4/6/2022	12,714.30	Fehr & Peers	
Supplier Payment	Check	2206	4/6/2022	1,925.69	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	2207	4/6/2022	117.00	Foster Garvey PC	
Supplier Payment	Check	2208	4/6/2022	1,364.82	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	2209	4/6/2022	372.96	Iron Mountain Inc - Remit-To: Iron Mountain - New York	
Supplier Payment	Check	2210	4/6/2022	242.49	J-2 Blueprint Supply Co.	
Supplier Payment	Check	2211	4/6/2022	1,464.75	Jamestown Networks	
Supplier Payment	Check	2212	4/6/2022	6,558.07	Kar-Gor Inc	
Supplier Payment	Check	2213	4/6/2022	1,171.82	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	2214	4/6/2022	700.00	Mark R. McClung M.D.P.C.	
Supplier Payment	Check	2215	4/6/2022	671.15	Mascott Equipment Co	
Supplier Payment	Check	2216	4/6/2022	850.00	Medchronology Inc	
Supplier Payment	Check	2217	4/6/2022	13,763.35	Mill Plain Electric	
Supplier Payment	Check	2218	4/6/2022	3,771.25	Mobes Business Forms	
Supplier Payment	Check	2219	4/6/2022	30,451.12	Motorola Solutions Inc	
Supplier Payment	Check	2220	4/6/2022	6,379.00	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	2221	4/6/2022	14,422.50	Murraysmith Inc	
Supplier Payment	Check	2222	4/6/2022	22.00	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	2223	4/6/2022	7,168.84	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	2224	4/6/2022	2,555.62	Novanis IT Solutions	
Supplier Payment	Check	2225	4/6/2022	61,604.90	Open Text Inc - Remit-To: Open Text Inc	
Supplier Payment	Check	2226	4/6/2022	2,959.55	Pacific Apex Construction LLC	
Supplier Payment	Check	2227	4/6/2022	337.00	PC Specialists Inc - Remit-To: TIG - San Diego	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	2228	4/6/2022	969.06	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	2229	4/6/2022	3,214.08	PPC Solutions Inc	
Supplier Payment	Check	2230	4/6/2022	1,750.00	Professional Service Industries	
Supplier Payment	Check	2231	4/6/2022	6,793.02	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	2232	4/6/2022	4,878.00	SafeFire LLC	
Supplier Payment	Check	2233	4/6/2022	12,323.00	Scott Edwards Architecture LLP	
Supplier Payment	Check	2234	4/6/2022	84,750.84	State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology	
Supplier Payment	Check	2235	4/6/2022	103.95	State of Washington Office of the State Treasurer	
Supplier Payment	Check	2236	4/6/2022	476.43	United States Dosimetry Technology Inc	
Supplier Payment	Check	2237	4/6/2022	4,681.95	Univar Solutions USA Inc - Remit-To: Supplier	
Supplier Payment	Check	2238	4/6/2022	175.00	Univar Solutions USA Inc	
Supplier Payment	Check	2239	4/6/2022	175.00	Universal Field Services Inc	
Supplier Payment	Check	2239	4/6/2022	423.16	Vancouver Granite Works Inc	
Supplier Payment	Check	2240	4/6/2022	237.62	Wesco Distribution, Inc.	
Supplier Payment	Check	2241	4/6/2022	893.26	WW Grainger Inc	
Supplier Payment	Check	2242	4/6/2022	341.42	Yard N Garden Land Inc	
Supplier Payment	Check	2243	4/8/2022	7,683.42	Aflac	
Supplier Payment	Check	2244	4/8/2022	4,876.62	AFSCME Local #307	
Supplier Payment	Check	2245	4/8/2022	700.00	IAM Local #1374	
Supplier Payment	Check	2246	4/8/2022	8,653.77	Life Insurance Company of North America	
Supplier Payment	Check	2247	4/8/2022	500.00	MFS Service Center Inc	
Supplier Payment	Check	2248	4/8/2022	50.00	OPEIU Local #11	
Supplier Payment	Check	2249	4/8/2022	4,055.58	OPEIU Local #11	
Supplier Payment	Check	2250	4/8/2022	672.00	Teamsters Local #58	
Supplier Payment	Check	2251	4/8/2022	297.50	UA Local #290	
Supplier Payment	Check	2252	4/8/2022	3,269.40	Western Conference of Teamsters	
Supplier Payment	Check	2253	4/8/2022	1,157.82	Western Metal Industry Pension Plan	
			Check Total	806,775.53		
			Manual Wire Total	1,388,318.98		
			Direct Deposit Total	2,755.86		
			EFT Total	2,292,187.04		
Hansen			4/11/2022	2,121.01	City Payments	Posted 04-04-22 to 04-10-22
			Hansen Total	2,121.01		
VISA			4/11/2022	1,767.41	Miscellaneous	Parks Class Refunds FCC 04-04-22 to 04-10-22
VISA			4/11/2022	2,686.50	Miscellaneous	Parks Class Refunds MCC 04-04-22 to 04-10-22
			VISA Total	4,453.91		
			Payroll Total	3,317,223.74		
			GRAND TOTAL	7,813,836.07		

City of Vancouver
Payroll Council Report
April 4, 2022 - April 10, 2022

Check No.	Date	Explanation	Amount
177 - 202	04/08/22	April 8th Paychecks	\$ 12,529.10
141140 - 142835	04/08/22	April 8th Direct Deposits	\$ 3,304,694.64

\$ 3,317,223.74



Staff Report: 040-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/18/2022

SUBJECT Proposed zoning text changes to allow self-storage businesses in building basements in the downtown CX zoning district

Key Points

- Citywide self-storage business standards were updated in 2019 in response to increasing use of commercial land for low employment commercial storage. An existing prohibition on storage in the CX zoning district was maintained.
- A private application was submitted to change CX zoning district standards to allow storage businesses in downtown building basements.
- After prior review by Planning, Building and Fire Department staff, and Vancouver Downtown Association (VDA), the Planning Commission voted unanimously on December 14, 2021 to recommend approval. No public comments were received.

Strategic Plan Alignment

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

Present Situation

In the Commercial use Table VMC 20.430.030-1, indicate Self-service storage as an allowed use under the CX column, with existing footnote changed to read:

50 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC 20.895.100. Within the CX zoning district, self-service storage shall also be limited to basement areas of 10,000 square feet or less that are located no more than two feet above ground and not used for parking at the time of this ordinance, provided all applicable fire, building and change of use standards are fully met.

In VMC 20.895.100, amend language to indicate downtown self-storage businesses are not subject to prohibitions on locating near major arterials:

20.895.100.B. General Requirements.

Self-service storage shall be prohibited on properties located in whole or part within 500 feet of major corridors, which is measured from the centerline of the street, as illustrated in Figure 20.895-1 contained herein. This prohibition shall not apply to basement storage in the CX zone pursuant to VMC 20.430.030-1 footnote 50. Map on file with department and available for search on individual site-specific parcels.

At the March 28 first reading, the public hearing date was rescheduled from April 4 to April 18 at the applicant's request, and some questions were asked by the Council about the proposed code change. The following are provided in response:

- The Quinn building at 911 Main which generated the proposed zoning code text change does not have an automobile elevator according to the applicant and City staff. One was included in the original building redevelopment proposals but then removed.
- Although there is no definitive inventory, staff estimates there are potentially 10-20 buildings in the downtown CX zone with basements that may have the space to accommodate storage businesses under the proposed zoning code.
- A map of major citywide corridors with 500 foot buffers including downtown is included in the VMC 20.895.100.B, as part of the citywide self-storage standards. Click on the map to enlarge. The proposed changes addressed in this report include changes to the existing citywide storage standards in VMC 20.895.100 clarifying that the prohibition of storage within 500 feet of major corridors would not apply in the downtown CX zone.

Advantage(s)

Allowing self-storage businesses of limited size in the basements of downtown buildings will expand commercial services in the downtown area in a manner that utilizes spaces that otherwise would likely be unused or underused.

Disadvantage(s)

None known.

Budget Impact

No significant impacts anticipated.

Prior Council Review

March 14, 2022 staff memorandum in lieu of a workshop and March 28 first reading.

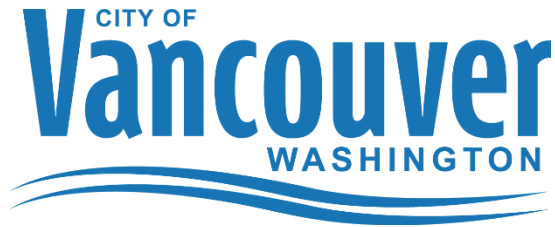
Action Requested

On April 18, 2022, subject to second reading and public hearing, approve the ordinance.

Bryan Snodgrass, Principal Planner, 360-487-7946

ATTACHMENTS:

- ▢ March 14, 2022 Memo
- ▢ Background Material Links
- ▢ Ordinance
- ▢ Location Map



Memorandum

DATE: March 14, 2022

TO: Mayor and City Council

FROM: Bryan Snodgrass, Principal Planner, Community and Economic Development Department

RE: Proposed zoning text change to allow self-storage businesses in downtown basements in the CX zoning district

CC: Eric Holmes, City Manager

Background

This memorandum is provided in lieu of a workshop for this proposed zoning code text change, which is scheduled for a City Council first reading on March 28 and public hearing on April 4.

Citywide self-storage business standards were updated in 2019 in response to increasing use of commercial land for low employment commercial storage. At that time an existing prohibition on storage in the CX zoning district was maintained. In late 2020 a private [application](#) was submitted to change CX zoning district standards to allow self-storage businesses in downtown building basements. Although the standards would apply throughout the CX zone, the applicant, Randy Printz of Cascadia Development Partners, expressed interest in locating a self-storage business at the Quinn building at 911 Main Street, catering primarily to other downtown business and residential customers.

Proposal

Two related conde changes are proposed:

- In the Commercial use Table VMC 20.430.030-1, indicate Self-service storage as an allowed use under the CX column, with existing footnote changed to read:

50 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC 20.895.100. Within the CX zoning district, self-service storage shall also be limited to basement areas of 10,000 square feet or less that are located no more than two feet above ground and not used for parking at the time

of this ordinance, provided all applicable fire, building and change of use standards are fully met.

- In VMC 20.895.100, amend language to indicate downtown self-storage businesses are not subject to prohibitions on locating near major arterials:

20.895.100.B. General Requirements.

1. Self-service storage shall be prohibited on properties located in whole or part within 500 feet of major corridors, which is measured from the centerline of the street, as illustrated in Figure 20.895-1 contained herein. This prohibition shall not apply to basement storage in the CX zone pursuant to VMC 20.430.030-1 footnote 50. Map on file with department and available for search on individual site-specific parcels.

The 10,000 square foot size limit for the basement storage businesses are intended to ensure parking and loading impacts are limited. 10,000 sf is approximately ¼ of full block downtown building footprints, and is used as a limit in non-basement contexts elsewhere in zoning code, such as use size limits in Neighborhood Commercial zone.

The allowance for basements to extend no more than two feet above grade is intended to provide some flexibility for partially sloped sites, while ensuring daylight basements that are potentially commercially viable are not used for storage.

The references to fire and building requirements are intended to alert potential applicants.

Review process and outreach

Review involved internal consultation with City Building and Fire Department staff, and outreach to the Vancouver Downtown Association (VDA) and downtown building owners. After initial concerns Building and Fire Staff concluded they had sufficient authority in their codes and review processes to ensure that potential basement storage applications will be safe. Existing [VMC 20.895.100.4](#) standards applying citywide already prohibit heavy manufacturing, fabrication, or processing of goods, service or repair of vehicles, engines, appliances or other electrical equipment, or any other heavy industrial activity within self-serve storage units. It also prohibits flammable, perishable or hazardous materials, or the keeping of animals within self-service storage units.

Feedback from the VDA at a February 2021 meeting and follow-up with downtown building owners was also initially mixed, with some skepticism that allowing self-storage could prevent more active uses from locating in the downtown basements. Bars and restaurants were cited as potential examples, although none have thus far used basement spaces in Vancouver. At a follow up October 2021 meeting the VDA Board and staff expressed more comfort with the proposal provided it was limited to basements that practically have limited potential for other uses.

The Planning Commission expressed conceptual support at a March 9, 2021 workshop, with suggestions to ensure the storage uses were located below ground on all sides and did not

displace basement parking. As discussed briefly at the workshop, staff research turned up one other example of a jurisdiction limiting downtown self-storage to basements only in Salt Lake City. The Commission reviewed the proposed language at a [November 9 workshop](#) and a [December 14 public hearing](#), where they unanimously voted to recommend approval, with no public or stakeholders testifying for or against.

City staff contact is Bryan Snodgrass, bryan.snodgrass@cityofvancouver.us

Attachment C - Links to Background Material

- [December 14, 2021 Planning Commission staff report](#)
- [Application Narrative](#)

03/28/22
04/18/22

ORDINANCE NO. M_____

AN ORDINANCE relating to allowances for self-service storage uses under limited circumstances in basements located within existing buildings in the City Center Mixed Use (CX) zoning district; amending Vancouver Municipal Code (VMC) 20.430, Commercial and Mixed Use Zoning Districts and 20.895.100, Self-Service Storage; providing for savings, severability and an effective date.

WHEREAS, pursuant to the Growth Management Act the City Council has adopted Vancouver Municipal Code (VMC) Title 20 Land Use and Development Code (last amended through Ordinance M-4034); and

WHEREAS, pursuant to VMC 20.285, an application was submitted by a private party to amend the Vancouver Municipal Code to allow for self-storage businesses to locate in building basements in the CX zoning district; and

WHEREAS, the Vancouver Planning Commission reviewed proposed zoning code text changes at duly advertised workshops on March 9 and November 9, and a public hearing on December 14, 2021; and

WHEREAS, at the December 14, 2021, public hearing the Planning Commission voted unanimously to recommend that the City Council adopt the proposed zoning code text changes, with no public or stakeholders providing written or oral testimony; and

WHEREAS, the City Council will be conducting a duly advertised public first reading on March 28 and public hearing on April 4, 2022.; and

WHEREAS, the cumulative environmental impacts of the proposed zoning text changes 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 November 23, 2021, for the proposed zoning text change, and no SEPA comments or appeals were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with

ORDINANCE - 1

all relevant criteria Zoning Plan Map and Text Amendments (VMC 20.285); and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The findings and conclusions as set forth in the staff report for the December 14, 2021, Planning Commission Public Hearing are hereby adopted as the City Council's findings of fact; and

Section 2. That part of Ordinance M-3643 as last amended by that part of Section 3 (Exhibit B) of Ordinance M-4341, codified as 20.430.030-1, is hereby amended to read as follows:

VMC 20.430.030-1 Commercial and Mixed Use Districts Use Table

USE	CX
Self-Service	X
Storage	<u>P 50</u>

...

50 Subject to requirements and standards within the Miscellaneous Special Use Standards for Self-Service Storage, pursuant to VMC 20.895.100. Within the CX zoning district, self-service storage shall also be limited to basement areas of 10,000 square feet or less that are located no more than two feet above ground and not used for parking at the time of this ordinance, provided all applicable fire, building and change of use standards are fully met.

...

Section 3. That part of the VMC codified as 20.895.100(B)(1), is hereby amended to read as follows:

VMC 20.895.100 Self-Service Storage.

20.895.100.B. General Requirements.

1. Self-service storage shall be prohibited on properties located in whole or part within 500 feet of major corridors, which is measured from the centerline of the street, as illustrated in Figure 20.895-1 contained herein. This prohibition shall not apply to basement storage in the CX zone pursuant to VMC 20.430.030-1 footnote 50. Map on file with department and available for search on individual site-specific parcels.

Section 4. Savings. Those ordinances or parts of ordinances which are amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 6. Effective Date. This ordinance shall become effective thirty (30) days after adoption

Section 7. 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

ORDINANCE - 3

Absent: Council Members

Read Second Time:

PASSED BY THE FOLLOWING VOTE:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022

Anne McEnerny Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

Jonathan Young, Acting City Attorney

ORDINANCE - 4

SUMMARY

ORDINANCE NO. M_____

AN ORDINANCE relating to Comprehensive Plan and Zoning for the City of Vancouver and Vancouver Municipal Code (VMC) Title 20 relating to allowances for self-service storage uses under limited circumstances in basements located within existing buildings in the City Center Mixed Use (CX) zoning district, amending Vancouver Municipal Code (VMC) 20.430, Commercial and Mixed Use Zoning Districts and 20.895.100, Self-Service Storage; and 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).



Staff Report: 057-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/18/2022

SUBJECT Ridgeline View Apartments MFTE

Key Points

- The Multifamily Tax Exemption Program (VMC 3.22) is designed as an incentive for developers to build new private multi-family development in targeted areas of the City.
- A development applicant is requesting a 10-year exemption for a 50-unit apartment building where 10 of the units will be income restricted to tenants with annual incomes below 80% of the Area Median Income established by HUD.
- Project is located at 7401 NE 18th Street in the Fourth Plain MFTE target area.
- Over the 20 year period following construction, the project (with the exemption) will generate nearly \$2.5 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of \$328,000 in taxes benefiting the City of Vancouver. Total foregone tax revenue for all districts is \$547,000. The forgone taxes specific to the City of Vancouver is \$170,000.
- When the tax exemption period ends the project will return to the tax rolls as if it were new construction.

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

The development applicant is requesting a multifamily tax exemption for a two-story, 50-unit apartment complex with 108 associated surface parking spaces. The project is located at 7401 NE 18th Street just east of Andresen Road.

The applicant is requesting a 10-year exemption where 10 units (20% of the total units) are reserved for tenants earning 80% area median income or less. The HUD 80% area median income in the Portland/Vancouver MSA for a 6-person household is \$89,760. Limiting that income amount to 30% for housing costs, the maximum monthly affordable rent would be \$2,244 per month. The proposed development will all be 4 bedroom, 3 bath units. The proposed rents are \$2,244 for the income based units and \$2,350 for market rate units. The total estimated

development cost is \$14 million.

Over the 20 year period following construction, the project (with the exemption) will generate nearly \$2.5 million in taxes benefiting all taxing districts (ports, schools, county, city, etc.) and a total of \$328,000 in taxes benefiting the City of Vancouver. Total foregone tax revenue for all districts is \$547,000. The forgone taxes specific to the City of Vancouver is \$170,000.

Advantage(s)

1. Adds 50 new multifamily units in the Fourth Plain residential target area.
2. Adds 10 income restricted units for households earning 80% or less of the area median income for the next 10 years.
3. Project provides larger 4 bedroom units.

Disadvantage(s)

- Foregone tax revenue for all districts is estimated at \$547,000.
- Foregone tax revenue specific to the City of Vancouver is estimated at \$170,000.

Budget Impact

- Foregone taxes to the City of Vancouver during the exemption are estimated at \$170,000.

Prior Council Review

- Council memo brief April 4, 2022

Action Requested

On Monday, April 18, 2022, following a public hearing, adopt a resolution authorizing the City Manager or designee execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

Bryan Monroe, Associate Planner, 360-487-7958; Patrick Quinton, Economic Development Director, 360-487-7845

ATTACHMENTS:

- ▢ Ridgeline View MFTE Resolution
- ▢ Project Location Map

[Meeting Date]

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION of the City Council of the City of Vancouver approving an agreement with Gregory Apartments LLC for a 10 year property tax exemption for the property located at 7401 NE 18th Street, Vancouver, WA, 98661 (Tax Lot 29378002) as specifically described in Exhibit A.

WHEREAS, the City of Vancouver desires to stimulate new construction of multi-family housing in specifically designated urban areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve housing opportunities, and encourage development densities supportive of tenant use, and

WHEREAS, the City is interested in promoting new housing in the Fourth Plain residential target area in the City of Vancouver; and

WHEREAS, the City has, pursuant to authority granted under the Revised Code of Washington (RCW), designated various “Residential Target Areas” for the provision of limited property tax exemptions for new multi-family residential housing; and

WHEREAS, the City has set forth in Chapter 3.22 of the Vancouver Municipal Code (VMC) a program whereby property owners may qualify for a “Final Certificate of Tax Exemption,” which certifies to the Clark County Assessor and Treasurer that a property is eligible to receive a limited property tax exemption; and

WHEREAS, Gregory Apartments LLC (Applicant) is interested in receiving a 10-year limited property tax exemption for constructing 50 new multi-family residential housing units

RESOLUTION - 1

(with 20% of the total units restricted to households earning at or less than 80% area median income) within the Fourth Plain residential target area identified in Chapter 3.22 VMC; and,

WHEREAS, the Applicant has submitted to the City a complete application for the City's limited tax exemption program outlining the proposed development of new multi-family residential housing to be constructed at 7401 NE 18th St., Vancouver, WA, 98661 (Tax Lot 29378002) and

WHEREAS, the City has determined that the improvements to the Property will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1.

The City Manager of the City of Vancouver or his designee is authorized to execute a multi-family housing limited property tax exemption certificate and take any and all action necessary to enforce the terms thereof.

ADOPTED at a regular session of the Vancouver City Council this 18th day of April, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, Acting City Attorney

RESOLUTION - 2

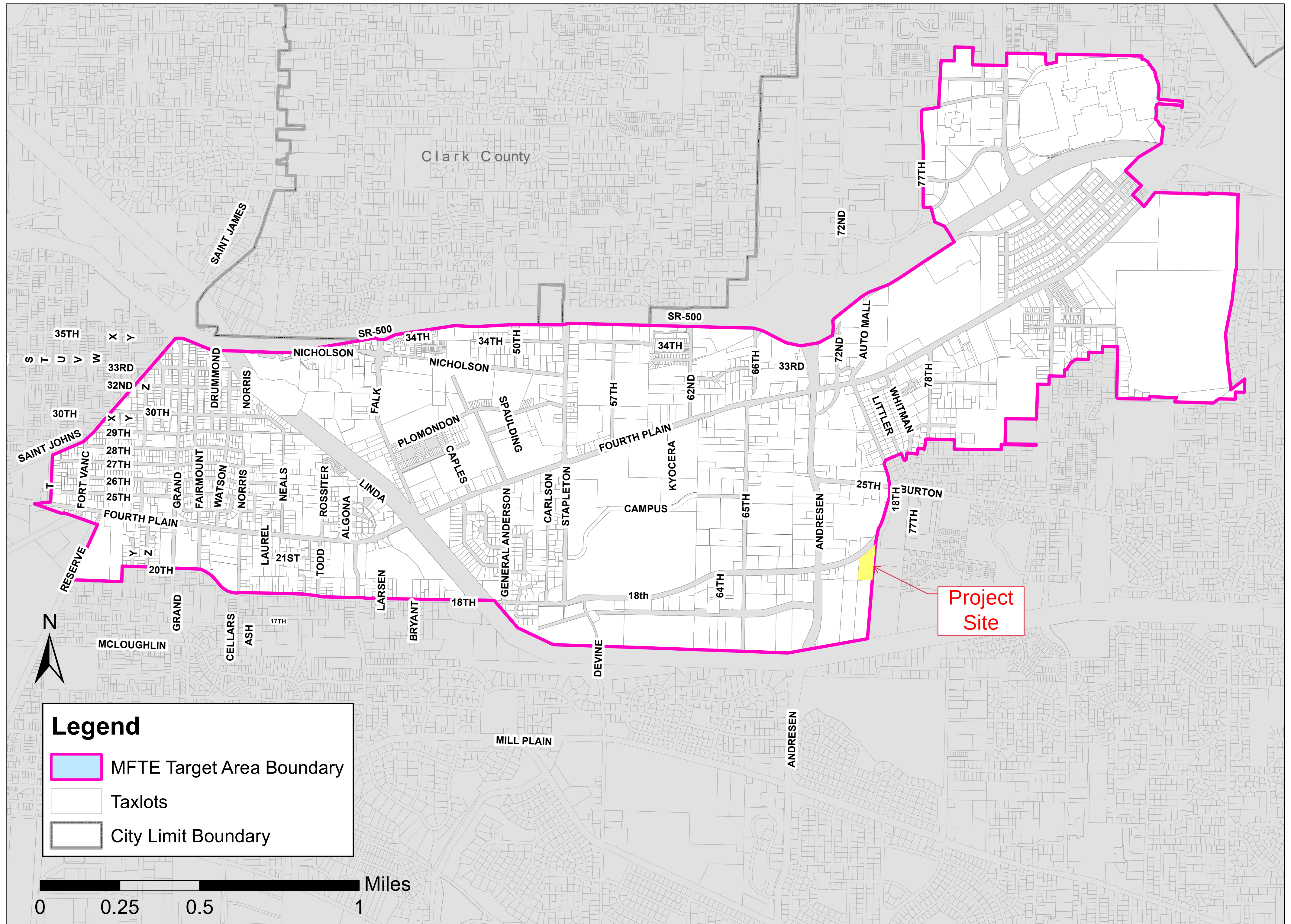
Resolution
Exhibit A
Legal Description

Lot 1 of that short plat recorded in Book 3 Page 212 of plats, records of Clark County, Washington located in SW 1/4, of Section 20, Township 2N, Range 2E of the Willamette Meridian.

RESOLUTION - 3

RESOLUTION - 4

Fourth Plain MFTE Residential Target Area



City of Vancouver:

Strategic Plan Advisory Committee Council Briefing Memo

City Council,

On behalf of the Kearns & West team, we submit this memo as a briefing document for City Council to ensure awareness of the work that has occurred to stand up the Strategic Plan Advisory Committee (SPAC), progress towards developing language to reflect core values and focus areas, and next steps for ensuring sustained community voice in directing future actions for the City.

Our team is available for any additional discussion of the work to this point, or direction for future efforts. We are grateful for the ongoing partnership and collaboration with City staff and are appreciative of SPAC members' time and the expertise they have brought to the work.

Ben Duncan, Senior Director and Lead Facilitator

Project Description

The City of Vancouver is at a crossroads. Rapid growth and demographic shifts have galvanized leadership around the core values of livability, equity and inclusion, innovation, sustainability and resiliency, and community trust and relationships. The core values guide a vision for the City externally, with how the city engages and informs the public, and internally, by reimagining City structures, practices, and policies.

The Strategic Plan Advisory Committee (SPAC), which is made up of members of the community, plays a critical role ensuring that planning efforts are reflective of diverse community needs and a collective vision for the future.

The SPAC offered a unique opportunity to create a committee whose structure and makeup reflect the City of Vancouver's shifting demographics, while realizing commitments and best practices around equity. We believe that the SPAC represents a diverse group of stakeholders who, even in a short period of time, are making valuable contributions to conversations about where the City of Vancouver could invest to create equitable plans and actions that will benefit the community as a whole.

Committee Recruitment and Selection

Purpose

The SPAC serves as a City of Vancouver's advisory body and works with the City Manager's Office to:

- Provide reflection and input on community needs, concerns, and opportunities

- Support the development of outreach, assist in facilitating communication between the City of Vancouver and community, and assist in the analysis of community input
- Provide guidance on data measures and indicators to evaluate Strategic Plan goals

Selection Process

Responsive to the demographic shifts, and as commitments to and best practices around equity and inclusion are practiced, the City implemented new approaches to recruit for and select a committee whose members reflect those shifts and values. Members of the SPAC completed an application and were selected by a panel that included City staff and a community representative. Recruitment focused on and evaluated with preference for candidates who reflect the full range of Vancouver experiences and perspectives. This included candidates who work for, volunteer with or are served by culturally specific organizations, including those that serve communities of color, LGBTQIA+, people with disabilities, faith-based communities, youth, and seniors.

Candidates were also selected to reflect the types of lived experiences and professional expertise that would benefit the strategic planning process, such as policy knowledge, program development, community engagement, and expertise with the work of the City of Vancouver. Applicants were evaluated based on four criteria:

- Knowledge, experiences, skills, perspectives and values
- Ability to help the city connect with diverse community voices
- History of formal or informal community involvement
- Willingness to commit to at least one meeting per month

SPAC Members

Committee members bring a diverse array of skills and perspectives, including professional, leadership and volunteer experience with the following organizations:

- Vancouver Public Schools
- Evergreen Public Schools
- Clark College
- University of Portland
- The Historic Trust
- Clark County Historical Society
- Port of Vancouver
- C-TRAN
- The Greater Vancouver Chamber
- Christian and Muslim faith communities
- YWCA Clark County

- A wide range of other nonprofit groups

Progress to date

To ensure effective engagement in the development of a Strategic Plan update and provide guidance and partnership in the development of plan strategies, the SPAC has:

- Met three times, with a focus on several key outcomes:
 - Onboarding and setting expectations. This included understanding timelines, the purpose of the committee, and vision for the work together
 - Building rapport and creating norms for group agreements, and frameworks for the work. The SPAC was introduced to “targeted universalism” and the utilization of an “equity lens” as they deliberated and considered language supporting values and focus areas.
 - Contributing to the creation of draft language that reflects core values. SPAC members are currently collaborating with project staff to develop language for focus areas.

Core Values

The SPAC discussed the City core values, with a goal of describing, in their voices, what these core values mean, and what gets in the way of realizing these values in the everyday experience of Vancouver residents.

Beginning with an exercise that asked Committee members to describe what words or phrases come to mind, then discussions of what prevents these descriptions from being reality, led to a set of draft language that is being edited and finalized by SPAC members.

The results of this brainstorming work can be found in Appendix A.

Draft Core Values Language

The SPAC reviewed draft language and had a discussion of what is missing. A subcommittee of members will work to revise and refine these draft descriptions to get to a final draft that can be vetted and discussed as part of a broader engagement process.

Livability:

Livability at its essence, is about the experiences that every resident in Vancouver should expect. This includes meeting basic needs, like access to housing that is affordable, having clean sidewalks and streets, feeling safe and not exposed to crime and violence, and ensuring a community where access to natural resources and transportation, education and economic opportunities are abundant for everyone. It means that every resident can live in a community where they have a sense of community and belonging.

And yet we know that in Vancouver, livability is not the same experience for all our residents. Bias and negative experiences of communities of color create a lack of connection between communities. Many residents are living in housing instability and being impacted by the lack of affordable housing and mental and behavioral health resources. Some of our communities experience elevated crime rates, including violence, and investments in public safety impact our communities very differently. Knowing both who we want to be and understanding what prevents us from getting there is critical to creating a livable Vancouver.

Equity and inclusion

Equity and inclusion contribute to aspects of livability. An equitable and inclusive Vancouver is one where everyone feels a sense of belonging and can express beliefs and values. It is a community that provides access to opportunities, so everyone has the chance to reach their full potential. A Vancouver where other perspectives are heard with compassion and an open mind, and celebrates and recognizes diverse people, activities and culture events. Ultimately, it means that every culture feels respected, and the elements of livability are available to all regardless of race, sex, orientation, gender identity, disability and national origin. It means everyone's needs are met because the City is investing in and valuing outcomes for everyone.

That vision is not the current reality for many of our communities. An unspoken caste system, where those with wealth and resources have what they need, while many others lack access to basic needs including housing and health care, limited transportation and carry the burden of poverty is a result of systemic racism and prejudice. Some in our community feel unwelcome and unappreciated, undervalued and unsafe. Equity and inclusion demand the City accounts for the differential impacts to our diverse populations, including communities of color, religious minorities, people with disabilities, our LGBTQ+ communities and other disadvantaged communities.

Innovation

An innovative Vancouver is one that is adapting to change and finding new methods and solutions to old problems using creating problem solving to fulfill needs and invest from a willingness to try new things. This means calculating risk, but also finding solutions that promote well-being and improve people's lives. Innovation can show up in technological solutions, programs and infrastructure investments, business approaches to ensure Vancouver is a desirable place to open a new business or bring new jobs to the region. And it's being proactive about climate change.

Yet Vancouver continues to be a City at a crossroads. Innovation can be prevented by satisfaction with the status quo and resistance to change. Political divisiveness impacts the ability to be bold and act together. Being an innovative City will mean investing financial resources to solve the challenges of the day and set a vision for the future.

Sustainability and resiliency

Sustainability and resiliency value long term solutions, and include crisis management for economic, environmental and social issues. It seeks to build structures to last in harmony with nature and ensure environmental justice for all Vancouver residents so that everyone can live in a safe and healthy environment. It's about protecting water, reducing greenhouse gas emissions, maintaining tree canopies, ecosystem services and biodiversity. And it means that Vancouver residents benefit from high quality infrastructure, and an emergency response system that helps everyone in the City prepare, respond and recover from natural disasters and economic harms that allow residents to bounce back in a new and better way.

The City has a role in supporting understanding about sustainability and environmental initiatives to combat some of what gets in the way, including misinformation and uncertainty about individual roles and the roles of jurisdictions to respond to the challenges. While difficult to operate through change and disruption, the city needs to build more community support and be willing to own and acknowledge existing and future issues and allocate funding to programs and initiatives that meet the needs of the future.

Community Trust and Relationships

Vancouver can be a City that brings together different communities. A tight knit and trusting community are reflected by open communication between government and the community, and transparent decision-making processes. At its core, a trusting community has strong partnerships, sees residents treating each other in ways they want to be treated and demonstrating humility, kindness and honesty within and between communities and between community and government. This sort of trust can be particularly important between law enforcement and the community. This need for safe and fair policing is critical to overall community trust and safety.

But the City has a long way to go to build this trust. Crime and fear in community, a political history that has left out many communities in decisions that impact their lives and tension between elected officials contribute to a fracture of trust in City government. Building trust can result in a more engaged community and ensure that partnerships between government and businesses and community can support effective participation and contribution to City work.

Focus Areas

Like the exercise the SPAC utilized to draft values language, the group has begun the process of providing greater description to the focus areas. SPAC members were asked to share words that came to mind for each focus area.

SPAC members provided the following input:

Transportation and Mobility

Montimeter



Economic Opportunity

Montimeter



Housing and Human Needs

Montimeter



Vibrant and Distinct Neighborhoods

Mentimeter



Culture and Heritage

Mentimeter



Safe and Prepared Community

Mentimeter



Connected and Resilient Infrastructure

Mentimeter



High Performing Government

Mentimeter



The project team will draft initial language for review with the SPAC members to finalize a draft of focus area descriptions that reflect their voices. Like the values language, this work can be further refined with community input responding to what the SPAC has developed.

Next Steps and Future Actions

Project staff have decided to extend the Strategic Plan timeline to allow for more robust community engagement and to better align the process with other citywide planning efforts currently underway.

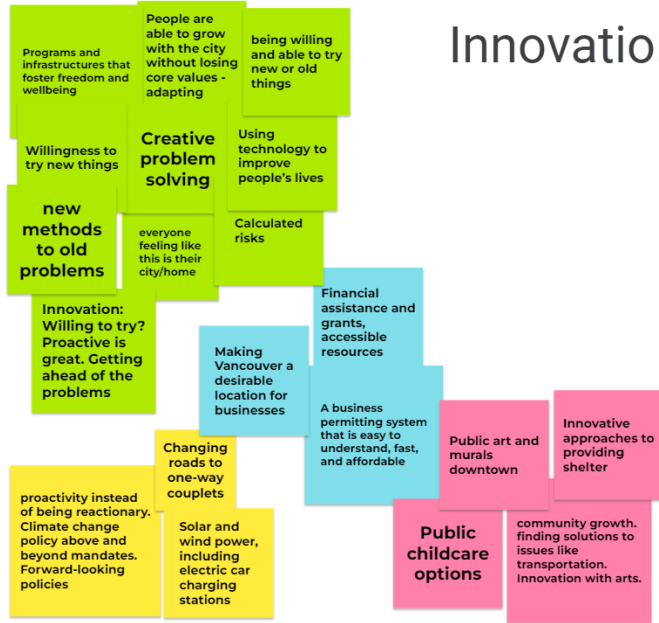
The City will engage in a community visioning process that effectively and accurately reflects the needs of the community and ensures alignment between the community vision and citywide plans. This will benefit the Strategic Plan work, but also inform the Comprehensive Plan, Climate Action Plan and other initiatives, plans and processes for the City of Vancouver in the near future.

City staff are still working on the approach to the community visioning process but anticipate both the City Council and SPAC playing vital roles in the effort.

Appendix A: Core Values brainstorming exercise



Innovation



Sustainability and Resiliency



Community Trust and Relationships



Core Value Reflections

