

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No. 100136
BURNT BRIDGE CREEK AMBIENT STREAM MONITORING

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Herrera Environmental Consultants hereinafter referred to as "Contractor", whose address is 1001 SE Water Avenue Portland, OR 97214.

WHEREAS, the City desires to engage the Contractor to conduct ambient stream water quality monitoring in the Burnt Bridge Creek watershed and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Proposal (RFP) No. 26-19, Contractor's proposal to said RFP; and

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

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

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

1. Statement of Work.

Contractor agrees to to conduct ambient stream water quality monitoring in the Burnt Bridge Creek watershed per RFP No. 26-19 and Contractor's response to said RFP on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

A. Task Descriptions, Methodology and Team

Each task included in the City's RFP is discussed below:

- Project Management (Task 1)
- QAPP Preparation (Task 2)
- Field Monitoring (Task 3)
- Interim Updates and Data Review (Task 4)
- Summary Report (Task 5)
- EIM Data Submittal (Task 6)

Project Management (Task 1)

Jess Brown will be responsible for day-to-day contact with the City; invoice review and progress reports preparation; coordination of all tasks; management of the analytical laboratories; and fulfillment of the scope of work. Rob Zisette, as principal-in-charge, will be actively engaged in providing corporate oversight to assure that Herrera meets the City's needs and expectations. In the event of changes in the scope of work, Jess will work with Rob to quickly recommend a course of action and to resolve any issues.

Team members responsible: Jess Brown and Rob Zisette

QAPP Preparation (Task 2)

Herrera will prepare a Quality Assurance Project Plan (QAPP) efficiently by modifying previous QAPPs prepared by Herrera, incorporating information from QAPP addendums, and updating it to reflect changes to the project (i.e., parameters and sampling events). Jess Brown and Rayna Gleason are familiar with the sampling sites, sampling route, site access, and specific locations for temperature probe installation.

This QAPP will be prepared in accordance with Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies. The following sections are proposed for the project QAPP:

Introduction:

- Regulatory framework and background
- QAPP goals

Background:

- Site description
- Parameters of concern
- Previous monitoring studies

Project Objectives and Description:

- Objectives
- Parameters

Organization and Schedule:

- Project organization and key personnel
- Project schedule

Measurement Quality Objectives:

- Precision, bias, representativeness, completeness, comparability, reporting limits

Experimental Design:

- Monitoring station locations

- Water quality sampling and analysis
 - o Rainfall criteria for baseflow and storm event monitoring
 - o Temperature data logging

Field Procedures:

- Field measurement procedures
- Sample collection and field duplicates
- Sample identification
- Documentation

Measurement Procedures:

- Analytical methods
- Laboratory data reports
- Database

Quality Control:

- Field quality control procedures
- Laboratory quality control procedures

Data Management Procedures:

- Database management and audits Reporting:
- Audits and response actions
- Interim and summary reports

Data Verification and Validation:

- Quality assurance methods
- Blanks, control samples, matrix spikes, laboratory and field duplicates
- Bacteria enumeration

For consistency with previous monitoring programs, we recommend the period for dry and wet season baseflow monitoring be less than 0.04 inches of rain in the previous 24 hours. For consistency with 2012-2013 storm monitoring, we recommend at least 0.10 inches of rain in the previous 24 hours and at least 0.30 inches of rain predicted to occur in daylight hours of the sampling date.

The QAPP will be reevaluated after the first year of monitoring and, if necessary, updated with an addendum based on the first-year results and the needs of the City. The QAPP and QAPP addendum will be submitted to the City for review, comment, and approval prior to commencing monitoring activities.

Deliverables:

- Draft QAPP (electronic copy as PDF and Word files)
- Final QAPP (electronic copy as PDF)

- Draft QAPP addendum (electronic copy as PDF and Word files)
- Final QAPP addendum (electronic copy as PDF)

Team members responsible: Jess Brown and Rob Zisette

Field Monitoring (Task 3)

Herrera will implement the monitoring program over a 2-year period from October 2019 through September 2021. This monitoring will be performed in accordance with field measurement, sampling, and quality control procedures identified in the QAPP and QAPP addendum prepared for Task 2. It is assumed for this proposal that the field monitoring procedures will generally follow those procedures used for monitoring in 2018, will include all parameters and 24 sampling events specified in the RFP, and will include optical brighteners as an additional parameter for septic system source tracking.

Sampling and in situ field measurements will be collected at 11 sites over one day during 12 sampling events in each year of monitoring. Continuous temperature monitoring will be conducted May through October at eight of the 11 sites, and temperature data will be downloaded from each site during each sampling event to minimize risk of lost data. This period is recommended over the historical period of June through October because temperature criteria were occasionally exceeded by June. The sampling schedule presented below in the Proposed Project Schedule subsection assumes that sampling will be conducted for each water year during five storm events and three base flow events in the wet season from October through May, and four monthly baseflow events in the dry season from June through September. The actual sampling dates will depend on rainfall conditions and may be modified in the QAPP prepared in Task 2.

Based on previous experience, it is anticipated that monitoring will begin at 8:00 am and conclude at 4:00 pm. Monitoring procedures at each site will generally consist of: 1) calibration and equilibration of water quality meters, 2) collection of grab samples by directly filling each pre-labeled sampling bottle from the center of the stream, 3) storage of sampling bottles in a cooler with ice, 4) recording of water quality meter measurements, and 5) downloading of temperature probe data. All field data will be recorded on a sampling form to ensure all data are collected and for ease of data entry. One field duplicate sample will be collected during each sampling event for a total of 12 samples per event and 288 samples for all 24 events (12 events in each year of monitoring).

The sample cooler containing fecal bacteria samples (fecal coliform and E. coli) will be shipped via Federal Express to LabCor, Inc. (Seattle, WA) by 4:30 pm for delivery by 8:00 am on the

following day. The remaining samples will be picked up by the ALS Environmental (Kelso, WA) courier no later than the following morning. The sample coolers will be carefully packed with ice to maintain a temperature of 4°C and bubble wrap to prevent breakage of any glass containers. Samples will be immediately processed by each laboratory in accordance with required sample holding times and storage conditions for each of the analyses. All field and laboratory data will be reviewed by the quality assurance officer within one week of receipt to ensure that all data meet the objectives for completion, precision, and accuracy. Any corrective actions will be taken as necessary. Data review and validation results will be presented in interim update memoranda for Task 4. Validated project data will be entered into a database for the project summary report (Task 5).

Deliverables: Field forms, continuous temperature data, and laboratory reports.

Team members responsible: Rayna Gleason, Alex Svendsen, Jess Brown, and Rob Zisette

Interim Updates and Data Review (Task 4)

Herrera will prepare an interim update memorandum within six weeks of the sampling event. Each memorandum will summarize sampling activities and present the field forms, continuous temperature data, laboratory data reports, and chain of custody documentation. All field and laboratory data will be reviewed by the quality assurance officer in accordance with the QAPP. Each interim update memorandum will include a data quality and usability assessment that identifies any changes or deviations from the QAPP for each of the following quality control elements:

- Completeness
- Methodology
- Holding Times
- Method Blanks
- Laboratory Duplicates
- Field Duplicates
- Laboratory Control Samples
- Matrix Spikes
- Significant quality assurance problems and corrective actions
- Measurement quality objectives that were not met and the resulting impact on decision making
- Limitations on the use or interpretation of the measurement data
- Recommended changes to monitoring procedures

Deliverables: A total of 24 interim update memoranda (electronic copy as PDF file).

Team members responsible: Report preparation: Jess Brown and Alex Svendsen / Quality Assurance Review: Rob Zisette

Summary Report (Task 5)

Herrera will provide one summary monitoring report upon completion of the 2-year monitoring period. This report will identify the specific goals of the monitoring program and then describe the monitoring procedures that were implemented to achieve those goals. City of Vancouver Burnt Bridge Creek Ambient Water Quality Monitoring quality assurance objectives and review findings will be summarized. Results of the monitoring program will then be presented and evaluated using supporting graphical and/or tabular representations of the data as necessary. Results from statistical analyses that are performed on the data will also be presented and discussed in detail. Finally, major conclusions from the monitoring program will be presented at the end of the report.

Herrera's quality assurance officer will perform an independent review of all data entry to ensure individual sample values and data flags were entered without error.

All interim reports will be included as appendices. All validated project data will be entered into a spreadsheet database (Excel) that will be suitable for data analysis and preparation of the EIM data submittal to Ecology (Task 6).

The summary report will be submitted to the City for review and comment. Herrera will address all comments and submit a final draft report for approval by the City.

Once the final annual monitoring report has been approved by the City, Herrera will make all the project data available to the City in an electronic format that is compatible with the City's GIS. Herrera will also forward all project data to the City in an electronic format that conforms to the submittal requirements for Ecology's EIM system (Task 6).

Deliverables:

- Draft summary report (PDF and MS Word)
- Draft Final summary report (PDF)
- Final summary report (PDF)

Team members responsible: Jess Brown, Rob Zisette, and Alex Svendsen

EIM Data Submittal (Task 6)

Validated field and laboratory data in the project database will be put in an electronic format that conforms to the submittal requirements for Ecology's EIM system. Herrera will submit the EIM data to Ecology and the City within 10 business days of completing the project summary report. Herrera's quality assurance officer will perform an independent review of all data entry to ensure individual sample values were entered without error.

Team member responsible: Jess Brown

B. Reporting Methods to be Used

An interim update memorandum will be prepared following each of the 24 sampling events and submitted within 6 weeks of the sampling event. The draft summary report will be submitted within 3 months of the final sampling date and will include the interim update memoranda in an appendix. Jess Brown, Herrera's project manager, will conduct regular check ins with the City's project manager to provide informal updates on project progress and to send available preliminary data.

C. Testing Timelines

Samples will be submitted to the laboratory by the day after each sampling event and analyzed by the laboratory within each parameter's holding time criteria defined in the QAPP (Task 2). Laboratory reports will be provided within 14 days of sample collection.

D. Number of Tests

Sampling events are expected to occur monthly at each of the 11 monitoring stations. For quality control purposes, a duplicate sample will be collected at one of the 11 sites for each event. A total of 12 samples will be tested by the analytical laboratory for each of the 24 sampling events, for a total of 288 samples collected over the 2-year monitoring period. All samples will be analyzed for all parameters specified in the City's RFP. In-situ water quality measurements will be taken at each site including one duplicate, for a total of 12 water quality measurements per monitoring event for those field parameters specified in the City's RFP plus optical brighteners.

E. Testing Location and Details

ALS Environmental is the proposed analytical laboratory for all parameters except for fecal coliform and E. coli. Lab/Cor, Inc. will be responsible for microbiological analysis. ALS Environmental and Lab/Cor, Inc. have been used in previous monitoring years and are accredited by the Department of Ecology for the proposed parameters.

Project Schedule

Task	Activity	Proposed Scheduled Date/Duration
1. Project Management	Project Management	10/1/19 – 1/15/22
	Kick-off Meeting	10/1/19
2. QAPP Preparation	Draft Final QAPP Addendum	10/8/19
	Final QAPP Addendum	10/18/19
3. Field Monitoring		
Year 1	Storm Sampling (5 Events)	10/18/19 – 5/31/20
	Wet Season Baseflow Sampling (3 Events)	11/1/19 – 4/30/20
	Dry Season Baseflow Sampling (4 Events)	6/1/20 – 9/30/20
	Temperature Probe Deployment	5/1/20 -10/30/20
	Laboratory Reports	15 days after sampling
Year 2	Storm Sampling (5 Events)	10/18/20 – 5/31/21
	Wet Season Baseflow Sampling (3 Events)	11/1/20 – 4/30/21
	Dry Season Baseflow Sampling (4 Events)	6/1/21 – 9/30/21
	Temperature Probe Deployment	5/1/21 -10/30/21
	Laboratory Reports	15 days after sampling
4. Interim Updates/Data Review	Interim Updates 1 through 24	6 weeks after sampling
5. Summary Report	Draft Summary Report	12/15/22
	Draft Final Summary Report	1/8/22
	Final Summary Report	1/15/22
6. EIM Data Submittal	EIM Data Submittal	1/15/22

Budget

The budget spreadsheet on the following page provides an hour breakdown of our project costs, equipment fees, and analytical laboratory costs. Additional continuous temperature probes are budgeted due to our experience of frequently requiring replacements due to lost or stolen probes. Total costs for project management and those items listed in the RFP are provided in the following table.

Task	Item	Cost
1	Project Management	\$9,232
2	QAPP Preparation	\$4,058
3	Field Monitoring	\$53,141
3	Equipment Costs	\$4,824
3	Laboratory Costs	\$125,856
4	Interim Updates	\$31,963
5	Summary Report	\$23,935
6	EIM Data Submittal	\$2,525
Total		\$255,534

Burnt Bridge Creek Ambient Stream Monitoring Number of Tasks: 6				Task 1.0 Project Management		Task 2.0 QAPP Preparation		Task 3.0 Water Quality Monitoring		Task 4.0 Interim Updates and Data Review		Task 5.0 Summary Report		Task 6.0 EIM Submittals		TOTAL			
COST SUMMARY																			
Labor				\$8,792		\$3,865		\$48,606		\$30,441		\$22,795		\$2,405		\$116,904			
Escalation factor on labor @ 5% (by task)				5%		\$440		\$193		\$2,430		\$1,522		\$1,140		\$120			
Travel and per diem				\$0		\$0		\$905		\$0		\$0		\$0		\$905			
Other direct costs (ODCs)				\$0		\$0		\$6,024		\$0		\$0		\$0		\$6,024			
Analytical laboratory				\$0		\$0		\$125,856		\$0		\$0		\$0		\$125,856			
GRAND TOTAL				\$9,232		\$4,058		\$183,821		\$31,963		\$23,935		\$2,525		\$255,534			
COST ITEMIZATION																			
Labor																			
Personnel		(2019 rates)		Rate/Hour		Hours		Cost		Hours		Cost		Hours		Cost			
Zisette, Rob		Scientist VI		\$247.87		4		\$991		8		\$1,983		24		\$5,949			
Svendsen, Alex		Scientist III		\$136.90		0		\$0		195		\$26,686		0		\$0			
Brown, Jess		Engineer II		\$120.25		46		\$5,772		20		\$2,405		0		\$0			
Gleason, Rayna		Scientist II		\$102.19		0		\$0		195		\$19,927		0		\$0			
Rudnick, Tracy		Accounting Admin I		\$112.71		18		\$2,029		0		\$0		0		\$0			
Jackowich, Pam		Admin. Coord. IV		\$117.03		0		\$0		4		\$468		0		\$0			
SUBTOTAL LABOR (Burdened Labor)				70		\$8,792		28		\$3,865		398		\$48,606		228		\$30,441	
TRAVEL/PER DIEM COSTS				Unit		Cost		Units		Cost		Units		Cost		Units		Cost	
Auto Use				Mile		\$0.58		0		\$0.00		0		\$0.00		1,550		\$904.80	
SUBTOTAL TRAVEL AND PER DIEM						\$0				\$0				\$0				\$905	
OTHER DIRECT COSTS				Unit		Cost		Units		Cost		Units		Cost		Units		Cost	
Delivery Services																			
Sample Shipping				Cost		\$0.00				\$0.00				\$0.00				\$1,200	
Field Equipment and Supplies																			
Decontamination supplies				Day		\$15		0		\$0.00		0		\$0.00		24		\$360	
Hydrotab HL4 Multimeter				Day		\$100		0		\$0.00		24		\$2,400.00		0		\$0.00	
Hobo Temperature Probes				Each		\$129		0		\$0.00		16		\$2,064.00		0		\$0.00	
SUBTOTAL ODCs						\$0				\$6,024				\$0				\$6,024	
LABORATORY COSTS				Unit		Cost		Units		Cost		Units		Cost		Units		Cost	
ALS Kelco				Sample		\$382		0		\$0.00		288		\$112,896		0		\$0.00	
LabCor (bacteria)				Sample		\$45		0		\$0.00		288		\$12,960		0		\$0.00	
SUBTOTAL LABORATORY						\$0				\$125,856				\$0				\$125,856	

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

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the budget listed for each task and/or sub-task. If the work requires less work than estimated, the Contractor will be paid for the actual work necessary to complete that task and/or sub-task. If the Contractor underestimated the amount required to perform the work, Contractor shall be paid up to the maximum amount stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not

reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

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

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed \$255,534.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. Order of Precedence.

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 26-19 and RFP No. 26-19.

3. Relation of Parties.

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

4. E-Verify.

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

5. Time of Performance.

The service of the Contractor is to commence as of October 1, 2019. It is agreed services hereunder shall be completed by January 15, 2022. The City reserves the right to offer Contract extensions as needed for a total Contract term to not exceed five (5) years.

6. Delays and Extensions of Time.

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

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net 30 days.

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

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

8. Ownership of Records and Documents.

Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation

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

9. Termination.

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

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

10. Evaluation and Compliance with the Law.

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

11. City Business and Occupation License.

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

12. Liability and Hold Harmless.

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

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

13. Insurance.

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

a. General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than One Million dollars (\$1,000,000) for each occurrence; Two Million dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business, policies.

b. Automobile Liability. Contractor shall maintain Automobile Liability insurance with a limit of not less than One Million dollars (\$1,000,000) for each accident. The policy shall include coverage for owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

c. Additional Insured. The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement that is at least as broad as CG 20 10 must be included with the certificate of insurance.

d. Professional Liability. Contractor shall maintain Professional Liability insurance (Errors and Omissions) of not less than One Million dollars (\$1,000,000) combined single limit. The policy shall ensure coverage for work, whether performed by the Contractor, a subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

e. Workers' Compensation. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services.

f. Stop Gap / Employer's Liability. Contractor shall provide Stop Gap / Employer's Liability insurance. The coverage may be listed on either the Commercial General Liability or Workers' Compensation policy. Contractor shall maintain coverage with limits no less than Five Hundred Thousand Dollars (\$500,000) Each Accident, Five Hundred Thousand Dollars (\$500,000) Each Disease, and Five Hundred Thousand Dollars (\$500,000) Each Employee.

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

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

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

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

14. Notices.

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

City:

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

Contractor:

Jess Brown
Herrera Environmental Consultants
1001 SE Water Ave
Portland OR 97214

15. Amendments.

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

16. Scope of Agreement.

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

17. Ratification.

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

18. Governing Law/Venue.

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

19. Cooperative Purchasing:

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

20. Public Disclosure Compliance.

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

responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

21. Debarment.

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

22. Nondiscrimination.

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

DATED this 16th day of September, 2019

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

CONTRACTOR:

Herrera Environmental Consultants



Signature:

Attest:


Natasha Ramras, City Clerk

Theresa M. Wood, Vice President
By: Printed Name / Title

Approved as to form:


Jonathan Young, Acting City Attorney
by MICHAEL MURRAY, ASST. CITY ATTORNEY