

PROFESSIONAL SERVICES AGREEMENT FOR SIDEWALK CAFÉ AND STREET SEATS PROGRAM ASSESSMENT

City: City of West Linn, a municipal corporation of the State of Oregon.
Consultant: Harper Houf Peterson Righellis Inc.
205 SE Spokane St. #200
Portland, OR 97202
Term: 6/24/2019 – 4/24/2020 (8 months)
Compensation: Not to exceed \$33,870

RECITALS

1. City has need for the services of a person or an entity with particular training, ability, knowledge, and experience as possessed by Consultant, and
2. City has determined that the Consultant is qualified and capable of performing the professional services the City require, under the terms and conditions in this Personal Services Agreement (“Agreement”).

THEREFORE the Parties agree as follows:

1. SERVICES TO BE PROVIDED

Consultant shall provide services as specified in the Scope of Work, a copy of which is attached and incorporated in Exhibit A. Consultant shall initiate services immediately upon receipt of City’s notice to proceed, together with an executed copy of this Agreement.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, by **April 24, 2020**. All work under this Agreement shall be completed prior to the expiration of this Agreement.

3. COMPENSATION

City agrees to pay Consultant not to exceed **Thirty Three Thousand Eight Hundred Seventy Dollars (\$33,870.00)** for performance of those services described in the Scope of Work, which payment shall be based upon the following applicable terms and in accordance with Exhibit B Standard Rates:

- A. Payment by City to Consultant for performance of services under this Agreement includes all expenses incurred by Consultant, with the exception of expenses, if any identified in this Agreement as separately reimbursable.
- B. Payment will be made in installments based on Consultant’s invoice, subject to the approval of the City Manager, or designee, and not more frequently than monthly. Payment shall be made only for work actually completed as of the date of invoice.
- C. Payment by City shall release City from any further obligation for payment to Consultant, for services performed or expenses incurred as of the date of the invoice. Payment shall

not be considered acceptance or approval of any work or waiver of any defects in the work.

- D. Where applicable, Consultant must make payment promptly as due to persons supplying Consultant labor or materials for the execution of the work provided by this order. Consultant must pay all contributions or amounts due from Consultant to the Industrial Accident Fund incurred in the performance of this order. Consultant shall not permit any lien or claim to be filed or prosecuted against City or any subdivision of City on account of any labor or material to be furnished. Consultant further agrees to pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - E. If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Consultant or a sub Consultant by any person as such claim becomes due, City's Finance Director may pay such claim and charge the amount of the payment against funds due or to become due the Consultant. The payment of the claim in this manner shall not relieve Consultant or their surety from obligation with respect to any unpaid claims.
 - F. If labor is performed under this order, then no person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, or emergency or where the public policy absolutely requires it, and in such cases, except cases of contracts for personal services as defined in ORS 279A.055, the labor shall be paid at least time and a half for all overtime in excess of eight (8) hours a day and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020. In cases of contracts for personal services as defined in ORS 279A.055, any labor shall be paid at least time and a half for all hours worked in excess of forty (40) hours in any one week, except for those individuals excluded under ORS 653.010 to 653.260 or under 29 USC SS 201-209.
 - G. Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
 - H. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.
4. **OWNERSHIP OF WORK PRODUCT**
City shall be the owner of and shall be entitled to possession of any and all work products of Consultant which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Consultant prior to termination of this Agreement by Consultant or upon completion of the work pursuant to this Agreement.
5. **ASSIGNMENT/DELEGATION**
Neither party shall assign, sublet or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If City agrees to assignment of tasks to a subcontract,

Consultant shall be fully responsible for the acts or omissions of any sub Consultant s and of all persons employed by them, and neither the approval by City of any sub Consultant nor anything contained in this Agreement shall be deemed to create any contractual relation between the sub Consultant and City.

6. STATUS OF CONSULTANT AS INDEPENDENT CONTRACTOR

Consultant certifies that:

- A. Consultant acknowledges that for all purposes related to this Agreement, Consultant is and shall be deemed to be an independent Consultant as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of this Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of said finding and to the full extent of any payments that City is required to make (to Consultant or to a third party) as a result of said finding.
- B. The undersigned Consultant hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Consultant, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.

If this payment is to be charged against Federal funds, Consultant certifies that he/she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.

Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- C. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. INDEMNIFICATION

City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Consultant's work by City shall not operate as a waiver or release.

Consultant agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to the extent that the liability arises out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

8. INSURANCE

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all activities of the Consultant arising directly or indirectly out of Consultant's work performed hereunder, including the operations of its subcontractors of any tier. Such insurance shall be primary and non-contributory.

The policy or policies of insurance maintained by the Consultant and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	3,000,000
Products-Completed Operations Aggregate	3,000,000
Personal & Advertising Injury	3,000,000
Each Occurrence	2,000,000
Fire Damage (Any one fire)	500,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Consultant shall also obtain, at Consultant's expense, and keep in effect during the term of this contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.

C. Professional Liability Insurance

Consultant shall obtain, at Consultant's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages caused by an error,

omission or any negligent acts. Combined single limit per occurrence shall not be less than \$2,000,000. Annual aggregate limit shall not be less than \$2,000,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with ORS 656.126. Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

E. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City, its officers, directors, employees and volunteers as additional insureds with respect to this contract.

F. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days notice of cancellation to the City.

G. Insurance Carrier Rating

Coverages provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

H. Certificates of Insurance

As evidence of the insurance coverage required by the contract, the Consultant shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 30 days prior to coverage expiration.

Certificates of Insurance should read "Insurance certificate pertaining to contract for Sidewalk Café and Street Seats Program Assessment. The City of West Linn, its officers, directors and employees shall be added as additional insureds with respects to this contract. A notation stating that "Insured coverage is primary" shall appear in the description portion of certificate.

- I. Independent Consultant Status
The service or services to be rendered under this contract are those of an independent consultant. Consultant is not an officer, employee or agent of the City as those terms are used in ORS 30.265.
- J. Primary Coverage Clarification
The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.
- K. Cross-Liability Clause
A cross-liability clause or separation of insureds clause will be included in the general liability policy.

Consultant's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Morgan Coffie, Management Analyst City of West Linn 22500 Salamo Road West Linn, OR 97068	Ph: 503-722-3431 Fax: 503-742-8652 Email: mcoffie@westlinnoregon.gov
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Such policies or certificates must be delivered prior to commencement of the work.

The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

<u>City of West Linn</u>	<u>Consultant</u>
Attn: Finance Department	Attn: Stefanie Slyman
22500 Salamo Road West Linn, OR 97068	Address: 205 SE Spokane St., STE 200 Portland, OR 97202
Phone: 503- 657-0331	Phone: 503-221-1131
Fax: 503-650-9041	Fax: 503-221-1171
Email: acctspayable@westlinnoregon.gov	Email: stefanieS@hhpr.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid, or when so faxed, shall be deemed given upon successful fax. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

11. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right, in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the contract pursuant to this paragraph, it shall pay Consultant for services rendered to the date of termination.

12. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds
- 2) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
- 3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 4) If Consultant becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit of creditors of Consultant.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Consultant, may terminate the whole or any part of this Agreement:

- 1) If Consultant fails to provide services called for by this Agreement within the time specified in this Agreement or any extension thereof, or
- 2) If Consultant fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to

correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Consultant bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Consultant. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

13. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

14. FORCE MAJEURE

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

16. NON-DISCRIMINATION

Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

17. ERRORS

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

18. EXTRA (CHANGES) WORK

Only Lance Calvert, P.E. – City Engineer/Public Works Director may authorize extra (and/or change) work. Failure of Consultant to secure authorization for extra work shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.

19. WARRANTIES

All work shall be guaranteed by Consultant for a period of one year after the date of final acceptance of the work by the owner. Consultant warrants that all practices and procedures, workmanship and materials shall be the best available unless otherwise specified in the profession. Neither acceptance of the work nor payment therefore shall relieve Consultant from liability under warranties contained in or implied by this Agreement.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

21. GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon.

22. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement

23. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Agreement and the Consultant's proposed contract terms, scope of work, or any other document provided by the Consultant, this Agreement shall control and nothing in this Agreement shall be considered as an acceptance of any conflicting terms in the Consultant's proposal.

24. AUDIT

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit City, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

25. **SEVERABILITY**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

26. **AMENDMENT AND COMPLETE AGREEMENT**

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified in this Agreement regarding this Agreement. Consultant, by the signature of its authorized representative, acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

INTENDING TO BE BOUND, City has caused this Agreement to be executed by its duly authorized undersigned officer and Consultant has executed this Agreement on the date written below.

CONSULTANT

Stephanie H. Hyman
Signature

Project Manager
Printed Name & Title

7/8/19
Date

CITY OF WEST LINN

[Signature]
Signature

LANCE E CALVERT, P.W. DIR.
Printed Name & Title

7/8/19
Date

APPROVED AS TO FORM:

[Signature]
LEGAL

Exhibit A

Date: June 11, 2019
To: Lance Calvert
West Linn Public Works Director
From: Stefanie Slyman, AICP; Project Manager | Senior Planner
Subject: Proposal to Develop West Linn Sidewalk Café and Street Seats Programs
and Prepare Amendments to the West Linn Municipal Code



Fax - Number: _____ ; Number of pages 4
(If you did not receive the correct number of pages, please call 503-221-1131)
 E-mail Mail Hand Deliver Interoffice

Harper Houf Peterson Righellis Inc. (HHPR) is pleased to present this proposal to prepare two programs for the City of West Linn to permit temporary, outdoor seating areas within the public right-of-way for use by the public or patrons of businesses that provide food and beverage services. The two programs will identify siting and design standards, operations and maintenance requirements, application requirements and approval process, and fee schedule. Amendments to the West Linn Municipal Code will be prepared for adoption by City Council to permit these programs and revise existing standards which may conflict with program elements.

SCOPE OF SERVICES

The HHPR scope of services includes the following tasks:

- 1. PROJECT MANAGEMENT, MEETINGS, AND COMMUNICATION**
 - 1.1. Prepare for and attend up to eight (8) team meetings.
 - 1.2. Participate in weekly conference calls and email correspondence with City project manager and/or project team members.
 - 1.3. Throughout the engagement, coordinate the review of draft and final program materials and code amendments with City of West Linn Attorney.
 - 1.4. Prepare up to eight (8) invoices and progress reports.

- 2. BUSINESS AND COMMUNITY ENGAGEMENT**
 - 2.1. Present project at up to four (4) meetings with business or community groups to solicit input on desired outcomes and review draft program elements.

- 3. SIDEWALK CAFÉ PROGRAM DEVELOPMENT**
 - 3.1. Develop Program Elements
 - 3.1.1. Siting and Design Standards
 - 3.1.2. Operations and Maintenance Requirements
 - 3.1.3. Identify approval process, public notice, and term length of permit
 - 3.1.4. Identify other required permits, such as OLCC, Encroachment Permit, Insurance Requirements, Responsible Party Agreements
 - 3.1.5. Develop Fee Schedule
 - 3.1.6. Develop Sidewalk Café Process Summary

3.2. Identify Required Updates to West Linn Municipal Code for Sidewalk Café Program

4. STREET SEATS PROGRAM DEVELOPMENT

4.1. Develop Program Elements – public and private use¹

- 4.1.1. Siting and Design Standards
- 4.1.2. Operations and Maintenance Requirements
- 4.1.3. Identify approval process, public notice, and term length of permit
- 4.1.4. Identify other required permits, such as OLCC, Encroachment Permit, Insurance Requirements, Responsible Party Agreements
- 4.1.5. Develop Fee Schedule
- 4.1.6. Develop Street Seats Process Summary

4.2. Identify Required Updates to West Linn Municipal Code for Street Seats Program

5. PROGRAM APPROVAL AND WLMC AMENDMENTS

5.1. Prepare West Linn Municipal Code (WLMC) Amendments

- 5.1.1. Prepare new section for WLMC in Chapter 7 "Business" – Chapter 7.880 "Private Use of Public Right of Way"
- 5.1.2. Revise WLMC 5.010 – Drinking in Public Places
- 5.1.3. Revise WLMC 5.460 Block Public Right of Way prohibited
- 5.1.4. Prepare Fee Schedule Amendments

5.2. Adoption Process

- 5.2.1. Attend one (1) City Council Work Session to present draft Sidewalk Café and Street Seat programs, fee schedule, and proposed Municipal code amendments prior to adoption.
- 5.2.2. Finalize materials to submit to City for adoption.
- 5.2.3. Attend up to two (2) City Council Hearings to present programs and code amendments for adoption.

ASSUMPTIONS

- 1. The length of this engagement is assumed to be eight months.
- 2. All legal review of materials to be conducted by City Attorney under contract to City, and is not included in the HHPR fee.
- 3. City of West Linn to research City of Portland's Sidewalk Café/Street Seats programs, to include end user input, to identify key considerations for developing successful programs for West Linn. City to provide written findings to HHPR prior to the start of program development tasks (Tasks 3 and 4).
- 4. City to schedule outreach meetings with groups per Task 2 and undertake any additional community outreach and communication beyond the four (4) meetings scoped.
- 5. City to undertake amendments to the Community Development Code to delete Chapter 53.
- 6. Revisions following City Council Work Session are assumed to be minor. Major revisions, or additional coordination or outreach, will require additional services.

¹ Two types of street seats are possible: Public Street Seats for use by the general public and Private Street Seats for use by a specific business for their use only.



7. Deliverables will be prepared for the purposes of approval/adoption by City Council, not as a final published report or materials for program implementation.

PROPOSED PROFESSIONAL FEES

Based upon the "Scope of Services," and the "Assumptions" listed above, Harper Houf Peterson Righellis Inc. estimates the fee as provided below. Subsequent changes to the project description or scope of services that result in revisions or additions to our work will be considered additional services. The fee for additional services will be at the HHPR Hourly Rate below and 2019 Standard Rates as attached.

Fee by Task	PM/Senior Planner	Assistant Planner
1. PROJECT MANAGEMENT, MEETINGS AND COMMUNICATION	56	0
1.1 Team Meetings x 8	24	0
1.2 Weekly Communication	12	0
1.3 Coordination with City Attorney	12	0
1.4 Monthly Invoices and Progress Reports x 8	8	0
2. BUSINESS AND COMMUNITY ENGAGEMENT	12	4
2.1 Four (4) meetings with business and community groups	12	4
3. SIDEWALK CAFÉ PROGRAM DEVELOPMENT	28	21
3.1 Program Elements	24	19
3.2 Identify Required WLMC Updates	4	2
4. STREET SEATS PROGRAM DEVELOPMENT	34	23
4.1 Program Elements	30	21
4.2 Identify Required WLMC Updates	4	2
5. PROGRAM APPROVAL & WLMC AMENDMENTS	37	22
5.1 Prepare Final Programs and WLMC Amendments	25	18
5.2 Adoption Process	12	4
Total Hours	167	70
	\$26,720	\$ 7,000
		\$ 33,720
Reimbursable Expenses (mileage, printing)		\$150
Proposed Fee		\$ 33,870

HHPR HOURLY RATES

Project Manager/Senior Planner	\$ 160
Assistant Planner	\$ 100



AGREEMENT

Changes to the assumptions or project description that result in significant revisions to our work will be considered additional services. Harper Houf Peterson Righellis Inc. will bill monthly for the work completed in accordance with the attached 2019 Standard Billing Rates. Client and HHPR agree to be bound to the standard terms and conditions observable in "Exhibit A". If this proposal meets with your approval, please sign in the space provided and return a signed copy.

ACCEPTANCE AND AUTHORIZATION

BY:

TITLE:

DATE:



Exhibit B

**Harper Houf Peterson Righellis Inc.
Standard Billing Rates For 2019**

Classification	Standard Rate	
Senior Principal	\$	235.00 /Hr.
Structural Manager	\$	185.00 /Hr.
Project Manager	\$	200.00 /Hr.
Project Engineer	\$	180.00 /Hr.
Construction Manager	\$	185.00 /Hr.
Senior Scientist	\$	165.00 /Hr.
Civil Engineer	\$	155.00 /Hr.
Structural Engineer	\$	150.00 /Hr.
Senior Planner	\$	160.00 /Hr.
Senior Landscape Architect	\$	155.00 /Hr.
Landscape Architect	\$	135.00 /Hr.
Quality Control Engineer	\$	200.00 /Hr.
Senior Civil Designer	\$	155.00 /Hr.
Planner	\$	135.00 /Hr.
Civil Designer	\$	130.00 /Hr.
Structural Designer	\$	130.00 /Hr.
Inspector	\$	110.00 /Hr.
BIM Specialist	\$	140.00 /Hr.
Landscape Designer	\$	110.00 /Hr.
Scientist	\$	105.00 /Hr.
Assistant Planner	\$	100.00 /Hr.
CAD Technician	\$	110.00 /Hr.
CAD Technician II	\$	90.00 /Hr.
Survey Manager	\$	180.00 /Hr.
Project Surveyor	\$	155.00 /Hr.
Survey Technician	\$	115.00 /Hr.
Survey Crew (Crew Chief)	\$	120.00 /Hr.
Survey Crew (Instrument Person)	\$	80.00 /Hr.
Senior Clerical	\$	135.00 /Hr.
Graphics Artist	\$	135.00 /Hr.
Clerical	\$	95.00 /Hr.
 <u>Expenses</u>		
Mileage - IRS Rate	\$	0.580 /Mi.
Reimbursables	At Cost With 5% Mark-Up	
Sub-Consultants	At Cost With 5% Mark-Up	