RESOLUTION NO. 17-0391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGECOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR BACK-UP PLAN REVIEW AND ONSITE BUILDING INSPECTION SERVICES WITH BHC CONSULTANTS

WHEREAS, BHC Consultants is a regional building plan review & inspection company well known for its area of expertise and has worked with a variety of local government entities; and

WHEREAS, the City need for building plan & inspection services has grown rapidly and while sporadic, need has outpaced the ability to stay current with our in-house work force; and

WHEREAS, the Assistant City Administrator utilized the MSRC consultants roster to solicit interest and evaluate the available resources to engage in building plan & inspection and project management and has selected BHC Consultants to provide building plan review as the need arises for the City of Edgewood;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGECOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a professional services agreement for services with BHC Consultants to provide building plan review as the need arises for the City of Edgewood in an amount not to exceed $75,000.00.


Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk
ON-CALL CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF EDGECOOD AND
BHC CONSULTANTS

THIS AGREEMENT is made by and between the City of Edgewood, a Washington municipal
corporation (hereinafter the "City"), and BHC Consultants, (hereinafter the "Consultant") a
corporation organized under the laws of the State of Washington, located and doing business at
1601 Fifth Avenue, Suite 500, Seattle, WA 98101.

RECITALS

WHEREAS, the City requires back-up plan review and onsite building inspection
services; and

WHEREAS, the Consultant has agreed to provide these services on an on-call basis, as
the need arises for the City of Edgewood;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is
agreed by and between the parties as follows:

TERMS

I. Description of Work.

The Consultant shall perform Building Plan Review and Onsite Building Inspection
Services as needed by the City of Edgewood, all as described in Exhibit A, attached hereto and
incorporated herein by this reference. The City shall issue a written Task Order for each project
assigned to the Consultant. The written Task Order shall include the following information,
which may be furnished in consultation with the Consultant: (1) Task Order Title (project
name); (2) technical approach to the task (if necessary); (3) specific deliverables; (4) schedule
with milestones and deliverables; (5) cost/hour estimate; (6) due date of work. All of these items
may be brief, but will be sufficiently detailed for the Consultant to understand the work being
authorized and the amount it will cost. Written Task Orders and Notices to Proceed may be
issued as e-mail documents.

The City does not permit sub consultants for those items of work necessary for the
completion of any Task Order on any project. The Consultant shall not subcontract with sub
consultants for the performance of any work under this Agreement without prior written
permission of the City.

II. Payment

A. This Agreement does not guarantee any amount of work for the Consultant. Task
Orders will be developed as determined by the City and as provided for in this Agreement. The
City shall pay the Consultant an amount based on time and materials, not to exceed Seventy Five
Thousand Dollars ($75,000.00) for the services described in Section I and Exhibit A. This is the
maximum amount to be paid under this Agreement for the work described in this Agreement,
and shall not be exceeded without the prior written authorization of the City in the form of a
negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves
the right to direct the Consultant's compensated services under the time frame set forth in Section
IV herein before reaching the maximum amount.

B. The Consultant shall be paid by the City for completed services rendered under
each approved individual Task Order. Such payment shall be full compensation for work
performed or services rendered and for all labor, materials, supplies equipment and incidental
necessary to complete the work. The Consultant shall submit an itemized invoice to the City for
each separate Task Order after the services have been performed.

C. The amount paid by the City for each invoice shall not exceed the amount in
Section II(A) above and the Hourly Billing Rates set forth in Exhibit B, which is attached hereto
and incorporated herein by this reference. The City shall pay the full amount of an invoice
within sixty (60) days of receipt. If the City objects to all or any portion of any invoice, it shall so
notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay
that portion of the invoice not in dispute, and the parties shall immediately make every effort to
settle the disputed portion.

D. The Consultant will not undertake any work or otherwise financially obligate the
City in excess of said not-to-exceed amount in Section II (A) without a duly authorized
amendment to this Agreement. In the event services are required beyond those specified in the
Scope of Work and are not included in the compensation listed in this Agreement, a written
contract amendment shall be negotiated and approved by the City before any effort is expended
on such services.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by
this Agreement. As the Consultant is customarily engaged in an independently established trade
which encompasses the specific service provided to the City hereunder, no agent, employee,
representative or sub-consultant of the Consultant shall be or shall be deemed to be the
employee, agent, representative or sub-consultant of the City. In the performance of the work,
the Consultant is an independent contractor with the ability to control and direct the performance
and details of the work, the City being interested only in the results obtained under this
Agreement. None of the benefits provided by the City to its employees including, but not limited
to, compensation, insurance, and unemployment insurance are available from the City to the
employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be
solely and entirely responsible for its acts and for the acts of its agents, employees,
representatives and sub-consultants during the performance of this Agreement. The City may,
during the term of this Agreement, engage other independent contractors to perform the same or
similar work that the Consultant performs hereunder.

IV. Duration of Work

The Consultant shall not begin any work under this Agreement until an authorized Task
Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This

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Agreement shall expire on January 1, 2019, unless extended by an amendment executed by the duly authorized representatives of the parties.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described herein. If delivered to Consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its Subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or resulting from the acts, errors or omissions of the Consultant in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER
ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named by endorsement as an additional insured under the Consultant’s Commercial General Liability insurance policy with respect to the work performed for the City.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** insurance appropriate to the Consultant’s profession.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. **Professional Liability** insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.
4. **Employer’s Liability** each accident $1,000,000. Employer’s Liability Disease each employee $1,000,000. Employer’s Liability Disease -- Policy Limit $1,000,000.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant’s insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

2. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

3. The City will not waive its right to subrogation against the Consultant. The Consultant’s insurance shall be endorsed acknowledging that the City will not waive the right of subrogation against the City, or any self-insurance, or insurance pool coverage maintained by the City.

4. If any coverage is written on a “claims made” basis, then a minimum of three (3) year extended reporting period shall be included with the claims made policy and proof of this extended reporting period provided to the City.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**IX. Exchange of Information**

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.
X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to Independent contractors including, but not limited to, the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances, shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.
XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the Mayor of the City of Edgewood, who shall determine the term or provision’s true intent or meaning. The City of Edgewood shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor’s determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other party’s expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:  
BHC Consultants  
Attn: William Hill  
1601 Fifth Avenue, Suite 500  
Seattle, WA 98101

CITY:  
City of Edgewood  
Attn: Daryl Eidinger (Mayor)  
2224 - 104th Avenue East  
Edgewood, WA 98372  
With a copy to the “City Clerk” at the same address.

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.
XVIII. Modification and Severability

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

The provisions of this Agreement are declared to be severable. If any provision of this Agreement is for any reasons held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ___ day of __________, 2017.

CONSULTANT

By: __________________________
    Its President

BHC Consultants

CITY OF EDGEWOOD

By:__________________________
    Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney
EXHIBIT A
SCOPE OF SERVICES

1. PLAN REVIEW

A. BHC Consultants will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the State of Washington and City of Edgewood (City), except that BHC will confer with the Building Official and his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).

B. The services to be performed by BHC will not begin until receiving a written Task Order, as described in Section I of the attached contract, from the City that identifies the specific tasks to be performed.

C. BHC will not perform plan mark ups, make any complex structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant’s design professional. All notes and details must be on the approved permit set of plans.

D. If corrections or additions are required, BHC will write a review letter addressed to the City and/or applicant. The City will then send BHC’s review letter, along with any additional City requirements, to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the City per the submittal requirements for the permit type under review.

E. Upon completion of the plan review, BHC will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. BHC’s name, and date of compliance will be affixed to each sheet up to two sets of drawings or as otherwise requested by the City. The plan reviewer’s signature will also be affixed to the coversheet.

F. Complete reviews will include structural, nonstructural, plumbing, mechanical, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon.

2. PROCESS

A. The City will determine which plans are to be reviewed by BHC according to the individual Task Order.

B. The City will intake, track and process the permit applications and all
revisions per current building and permit administration procedures.

C. BHC will be responsible for the transportation of permit review documents to the City. The City will be responsible for the transportation of permit review documents to BHC.

D. BHC will complete the initial review and will have either approved the application and notified the City of approval or contacted the applicant and/or the City with corrections within the time frames listed below:

Typical Review Times:

<table>
<thead>
<tr>
<th>Project Type</th>
<th>Initial Review</th>
<th>Re-Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-Family</td>
<td>10 days (2 weeks)</td>
<td>5 days (1 week)</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>15 days (3 weeks)</td>
<td>10 days (2 weeks)</td>
</tr>
<tr>
<td>Commercial</td>
<td>20 days (4 weeks)</td>
<td>15 days (3 weeks)</td>
</tr>
</tbody>
</table>

Turn-around time for large, complex and non-typical types of permit applications is to be negotiated.

E. BHC will review any revision or additional information and will either indicate compliance with the code(s) against which it was checked and notify the City of compliance, or if the drawings are still not complete, contact the applicant and/or the City with additional revision requests within the time frames specified above.

F. The typical review times as noted above may be negotiated based on the number and/or complexity of projects the City wishes to send to BHC at one time or within a short window of time. BHC will not be held responsible for delays beyond BHC's control. BHC shall notify the City of revisions to estimated target dates.

3. BUILDING INSPECTIONS

A. Consultant will provide a certified building inspector to perform the following services:

1. Upon authorization by the City by written Task Order, as described in Section I of the attached contract, the inspector will perform building inspection work for the City.

2. At the request by the City, the inspector shall be asked to perform one or more of the following inspection tasks:
   - non-structural fire and life safety inspections
   - structural inspections
   - energy code inspections
   - barrier free inspections
   - mechanical inspections
• plumbing inspections

B. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and energy code (WAC 51-11), and the applicable City Building Codes, except that inspector will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.

C. Inspections will be done in accordance codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

D. The City shall guarantee a minimum of four (4) hours inspection work each day inspection services are delivered on-site on behalf of the City.
EXHIBIT B – COMPENSATION

1. LUMP SUM. The City shall pay BHC a lump-sum fee for performing an initial review and one recheck for each project. The fee shall be based on a percentage of the plan review fee as tabulated below or as mutually agreed upon between the City and BHC. The plan review fee shall be based on the fees charged by resolution for the City.

<table>
<thead>
<tr>
<th>Commercial and Multi-Family Projects</th>
<th>Percentage of Plan Review Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Valuation &lt; $2,000,000</td>
</tr>
<tr>
<td>Complete Plan Review</td>
<td>70%</td>
</tr>
<tr>
<td>Partial Plan Review (structural only or nonstructural only)</td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td>Valuation $5,000,001 to $10,000,000</td>
</tr>
<tr>
<td>Complete Plan Review</td>
<td>60%</td>
</tr>
<tr>
<td>Partial Plan Review (structural only or nonstructural only)</td>
<td>40%</td>
</tr>
</tbody>
</table>

**Single Family Projects**

<table>
<thead>
<tr>
<th></th>
<th>65% of Plan Review Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Plan Review</td>
<td>65% of Plan Review Fee</td>
</tr>
<tr>
<td>Partial Plan Review (structural only or nonstructural only)</td>
<td>40% of Plan Review Fee</td>
</tr>
</tbody>
</table>

1.1 All other review services and reviews in excess of two (the initial review plus one recheck) shall be paid on a time-and-expense basis using an hourly rate identified in Schedule B.

1.2 Each billing statement will include the permit number, BHC task review number and owner or project name of the plans reviewed with the fee.

1.3 Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period. All remaining fees for any project previously billed will be invoiced for total balance due after final review has been completed and plans returned to the City. Fees for large projects maybe invoiced over a several month period when agreeable to both the City and BHC.

1.4 On-call and other services will be provided as desired by the City and agreed upon by BHC on a time-and-expense basis using an hourly rate identified in Exhibit B.
2. **HOURLY LABOR RATES SCHEDULES**

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Inspector (Combination)</td>
<td>$85</td>
</tr>
<tr>
<td>Plan Checker I (hourly charges)</td>
<td>$130</td>
</tr>
<tr>
<td>Plan Reviewer II - Structural</td>
<td>$175</td>
</tr>
<tr>
<td>Civil/site plan review (P.E.)</td>
<td>$150</td>
</tr>
<tr>
<td>Principal Consultant (Building Official)</td>
<td>$150</td>
</tr>
<tr>
<td>Administration assistance/Clerical</td>
<td>$75</td>
</tr>
</tbody>
</table>

Overtime Services: 150% of Above Rates Shown
(No overtime will be charged without prior written authorization by the City.)

On-call and other services will be provided as desired by the City and agreed upon by BHC in writing by both parties on a time-and-expense basis using an hourly rate identified in Schedule B.

**REIMBURSABLE EXPENSES**

Travel will be reimbursed for time and mileage at the current IRS mileage reimbursement rate.

For all "on call" inspection and added services, mileage may be billed portal to portal at current IRS rate.

No further reimbursable expenses are included in this contract.