

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 2024, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Grayling Engineers**, hereinafter referred to as the "Contractor."

IN CONSIDERATION of the mutual promises, agreements, and covenants contained herein, it is hereby agreed, by and between the parties, as follows:

SECTION I Nature and Scope of Work

Contractor will perform services as set forth in the attached Exhibits "A" and "B." Contractor shall make oral reports, and prepare and submit written reports, in such form and frequency as required by CITY.

SECTION II Payment for Services & Expense Reimbursement

A. PAYMENT

Contractor shall be paid by CITY, for the work to be performed hereunder, as set forth in the attached Exhibits "A" and "B." Any payment made to Contractor, however, shall not constitute acceptance of the work, or any portion thereof, which is not in accordance with this contract.

B. TRAVEL

Contractor shall be reimbursed for actual transportation costs that are necessary for the performance of this contract, and which are pre-approved by the City Administrator. Any approved air travel by Contractor shall be limited to coach class (restricted fare). Travel by private auto shall be reimbursable at a rate not to exceed the Internal Revenue Service's current mileage reimbursement rate for business related travel. **If the Contractor is based outside Skamania County, any travel to and from the area shall require the prior approval of CITY's Clerk/Treasurer.**

C. TRAVEL EXPENSES

Contractor shall be reimbursed for the actual reasonable subsistence costs incurred, by Contractor, while traveling in performance of the services hereunder, not to exceed State per diem rates.

SECTION III General Terms & Conditions

A. DURATION

This contract shall commence as of the date indicated below, and shall continue **until December 31, 2026** or until terminated by either party giving the other party thirty (30) days written notice of such termination. Notice shall be deemed to have been given at the end of three (3) working days, after the deposit of the same in the United States mail, addressed to the other party, postage prepaid, at the address of the parties as hereinafter stated. In the event of cancellation by either party, the notice may specify the services that are to be performed after receipt of the notice until the date of termination. Unless stated otherwise, Contractor shall perform no further services upon receipt of notice of the termination. On or before termination or expiration of the thirty (30) day period, Contractor agrees to deliver to CITY all records, notebooks, files, materials, reports, data, and other information pertaining to the services performed for CITY. In the event of termination, CITY shall pay Contractor for all contract costs incurred prior to termination. Contractor shall not be entitled to compensation for lost profits or expectations of profit due to CITY's early termination of this contract.

B. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor of CITY. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent. Unless specifically restricted by this agreement, Contractor may hold itself out to the general public for the provision of similar services. Upon CITY's request, Contractor shall advise CITY of the approximate workload of its existing and new clients and the possibility of any conflicts of interest that may arise.

C. ASSIGNMENT

Contractor shall not assign any interest in this contract, and shall not transfer any such interest to any third party, without CITY's prior written consent. Any subcontract entered into by Contractor, for work covered by this agreement, shall require prior approval by CITY.

D. DISCLOSURE

Contractor agrees to keep confidential any information obtained by Contractor, or its employees, or any person under its control in the course of the services performed under this contract, and to refrain from publishing or revealing any information acquired by Contractor in the course of these services, without the written consent of CITY.

Any knowledge or information acquired or provided by the Contractor to CITY related to services performed under this contract shall not be considered confidential or

proprietary unless such designation is approved, in writing, by CITY's City Administrator. However, regardless of the designation of information provided by the Contractor, CITY does not waive attorney-client privilege or similar protections afforded by law.

E. DISPUTES

Except as otherwise provided or agreed, any dispute relating to this contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon the filing of a legal action by the aggrieved party. During the pendency of any dispute, Contractor shall proceed diligently with the performance of this contract. It is further agreed by Contractor that litigation shall be limited and confined exclusively to the appropriate state court located within the State of Washington. **Venue shall be in Skamania County unless otherwise agreed to by CITY.** This contract shall be governed in accordance with the laws of the State of Washington.

F. NONWAIVER

The failure of CITY to insist upon or enforce strict performance of any provision of this contract shall not be construed as a waiver or relinquishment to any future enforcement of such contractual term.

G. AUDIT RIGHTS/PUBLIC RECORD RETENTION

During this contract, and for six (6) years thereafter, CITY shall have the right to inspect Contractor's records pertaining to this contract and to perform an audit in accordance with generally accepted audit standards. The Contractor shall make these records available without charge to CITY. Contractor agrees to either provide CITY with a copy of all records relating to the contract, or to retain such records for the applicable public records retention period and promptly provide them to CITY in order to fulfill any public records requests submitted during the retention period. Failure to promptly provide said records shall constitute a default of this agreement and entitle CITY to attorney fees and costs to recover the records, plus require Contractor to indemnify CITY against any statutory penalties for failure to promptly comply with a lawful public records request.

H. WORK PRODUCT

All "Work Product," which shall contain, without limitation, all documentation, data, studies, surveys, drawings, maps, photographs, and any object or source code for any software developed pursuant to or in connection with this contract, as well as any copyrights, patents, trade secrets, trademarks, or other intellectual property developed for or in connection with this contract, shall be work for hire and shall be the property of CITY. Contractor does hereby transfer and assign any rights that it has in the Work Product, or that may arise out of or in connection with this contract, to CITY. CITY's rights to the Work Product shall survive termination of this contract. In the event the CITY uses the "Work Product" in the future without Contractor's involvement, CITY agrees to hold harmless, defend, and indemnify Contractor for any claims or liabilities resulting from such use.

I. INSURANCE - HOLD HARMLESS

Contractor shall procure and maintain, during the life of this contract, the insurance policies and associated limits listed below to protect it, and any subcontractor performing work under this contract, from claims for damages from personal injury, including death resulting therefrom, as well as from claims for property damage which may arise under this contract, whether such work is performed by Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. Upon demand, Contractor shall provide CITY with copies of all applicable insurance policies.

General Liability	\$1,000,000 per claim/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Worker's Compensation	\$1,000,000
Professional Liability	\$1,000,000 per claim/\$2,000,000 aggregate

CITY and Contractor ("Party" or "Parties") hereby agree to indemnify and hold harmless the other Party, its appointed and elective officers, and its employees, from and against any and all suits, claims, actions, losses, costs, penalties, fines, and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, as may be caused by the negligence or willful misconduct of the indemnitee, its agents or employees, (or anyone directly or indirectly employed or engaged by the indemnitee, including subcontractors) to perform or observe any term or condition of this contract, or for any act or inaction of the indemnitee in connection with or incident to the work covered by this contract. It is the intent of the Parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to that Party's negligence.

In any and all claims against CITY by any employee of Contractor, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefits acts, AND THE CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS.

J. WARRANTY

Contractor agrees that services performed as specified in Exhibit "A" shall be performed in a manner consistent with the professional standards and industry practices acceptable in the trade.

K. SEVERABILITY

The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed, in all respects, as if such invalid or

unenforceable provisions were omitted.

L. HEADINGS

The headings used in sections of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of this contract.

M. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this contract, and to the fullest extent permitted by law, neither CITY nor Contractor, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this contract in excess of insurance limits required hereunder.

N. ENTIRE AGREEMENT

Contractor and CITY understand and agree that this document constitutes the entire understanding between the parties regarding the work or services described herein, and that this contract supersedes all other prior agreements and understandings, whether oral or written. This contract shall not be modified or amended, except in writing, signed by both parties.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this contract at Stevenson, Washington, this _____ day of _____, 20_____.

CITY OF STEVENSON

CONTRACTOR

By: _____
_____, its Mayor

By: _____

Name & Title

Mailing Address

Approved as to form

Telephone Number

Robert C. Muth,
City Attorney

UBI#

EXHIBIT A - SCOPE OF WORK

**CITY OF STEVENSON
SW CASCADE AVENUE UTILITY IMPROVEMENTS
MARCH 2024**

Proposed Scope of Work

Grayling Engineers (Grayling) has developed the following scope of work for the City of Stevenson for design of the SW Cascade Avenue Utility Improvements project. The goal of the project is to replace an existing undersized gravity sanitary sewer, replace an aging water main, and install electrical conduit for several street lights along a section of SW Cascade Avenue east of Russell Avenue. See **Figure 1** below for the approximate limits of the proposed utility improvements highlighted in gray.



The project is divided into the following phases:

- **Phase 1, Preliminary Design.** The goal of this phase was to gather data, establish capacity requirements for the new system, and explore alternatives. This phase culminated with a conceptual design and Preliminary Engineering Report (PER) in accordance with the United States Department of Agricultural Rural Development (USDA RD) requirements. Phase 1 was completed in April 2023.
- **Phase 2, Final Design & Bidding.** The goal of this phase is to develop Contract Documents and construction services based on the PER prepared in Phase 1. Included in this phase will be final design, permitting if required, and bidding. Work under this task is detailed in this scope of work.
- **Phase 3, Construction Services.** The goal of this task is to provide assistance with construction management. Work under this task will be negotiated under a separate scope of work.

Phase 2 work is based on the following assumptions:

- Alternative 3 and 4 of the PER were preferred, which includes approximately 920 feet of sewer main replacement, 1,350 feet of water main replacement, and the installation of conduit and water lines for future irrigation and lighting.
- The project is being funded by a Washington State Public Works Board (PWB) loan.
- The City will be the prime point of contact with the funding agency.
- Special Provisions will be based on the 2022 version of the WSDOT Standard Specifications with Special Provisions prepared by Grayling.
- Electrical specifications will be CSI Division 26.
- Bidding and Contract Documents will be provided by Grayling.
- Conditions of the BABA Act will apply.
- Coordination with BNSF will not be required.
- Surface restoration is limited to half the street.
- ADA ramp design is not required.
- No capacity analysis will be performed for the water or sewer mains.
- Corrosion protection is not required.

Grayling Engineers (Grayling) has assembled a Design Team to assist with the various aspects of this project. Design Team roles and responsibilities are outlined in the following table.

Design Team: Roles and Responsibilities

Firm / Lead	Responsibilities
Grayling Engineers / Kyle Thompson, PE; Ben Hennebert; Krista Busby	Project management, civil design, utility design
Klein & Associates (Klein) / James Klein	Topographic survey
True North Geotechnical (TNG) / Timothy North, PE	Geotechnical engineering

Task 1 – Project Management

Subtask 1.1 - Project Management & Administration

This task includes correspondence and coordination with the City, tracking and updating the delivery schedule, and tracking the project budget. Included with this task are email and phone correspondence, preparation of monthly invoices, and preparation of monthly progress reports.

Assumptions

- This task does not include in-person meetings

Deliverables

- Monthly invoices
- Monthly progress reports

Subtask 1.2 - Kick-off Meeting

Up to two (2) representatives of Grayling, two (2) representatives of Industrial Systems, and a representative of the PWB will be invited to a kick-off meeting with the City. The meeting will be scheduled following contract execution and will be held virtually. Grayling will prepare an agenda and summary of the meeting.

Task 2 – Design

Subtask 2.1 - 50% Design

Grayling will prepare and submit plans showing the proposed horizontal and vertical alignments of the sewer and water utilities, identifying needed improvements, and highlighting potential utility conflicts. Following the submittal, a meeting will be held with the City to discuss review comments. The 50% plan set is anticipated to include the following sheets:

1. Cover sheet with maps and sheet index
2. General notes
3. Abbreviations and Legend
4. Plan Sheet Key
5. Water Plan and Profile(s)
6. Sewer Plan and Profile(s)
7. Electrical Site Plan

Assumptions

- Two representatives of Grayling will attend a single in-person review meeting with the City. A virtual meeting is optional.
- The City will weigh risk-reward of potholing prior to construction versus managing any conflicts that arise during construction. Potholing will be conducted by the City if it is deemed necessary.
- An outline of the Special Provisions or an estimate of construction cost will not be provided.
- Staging and traffic control will be reviewed with the Port and Cascade Avenue businesses.

Deliverables

- 50% plan sheets in electronic (PDF) format

Subtask 2.2 – 90% Design

Plan sheets will be modified to address comments on the 50% design received from the City. Grayling will then prepare and submit plans, special provisions, and an engineer's opinion of probable construction cost representing 90% design. Following the submittal, a meeting will be held with the City to discuss review comments. The 90% design set is anticipated to include the following sheets:

1. Cover sheet with maps and sheet index
2. General notes
3. Abbreviations and Legend
4. Plan Sheet Key
5. Erosion Control Plan
6. Traffic Control Plan
7. Water Plan and Profile(s)
8. Sewer Plan and Profile(s)
9. Electrical Site Plan & One-Line
10. Electrical Details
11. Surface Restoration / Grading Plan
12. Project Specific Details
13. Standard Details

Assumptions

- Two representatives of Grayling will attend a single in-person review meeting with the City.
- Grayling will conduct a Plan In Hand (PIH) walkthrough in conjunction with the review meeting.
- Final draft contract documents will be reviewed by the City attorney and PWB.

Deliverables

- 90% Contract Plans in electronic (PDF) format.
- Draft Bidding, Contract, and Special Provisions in electronic (PDF) format.
- Engineer's opinion of probable construction cost reflecting 90% design in electronic (PDF) format.

Subtask 2.3 – Final Design

Construction documents will be modified to address comments on the 99% design received from the City. Grayling will prepare final, bid ready, contract documents as well as a final engineer's opinion of probable construction cost. Contract documents will be stamped and signed by a professional engineer licensed in the State of Washington.

Assumptions

- No additional sheets to the 90% Design will be included.

Deliverables

- Bid-ready construction documents in electronic (PDF) format.
- Final engineer's opinion of probable construction cost in electronic (PDF) format.

Task 3 – Bidding Phase Services

Subtask 3.1 - Pre-Bid Meeting

Grayling will schedule and conduct the pre-bid meeting.

Assumptions

- The pre-bid meeting will be mandatory and held onsite.
- One representative of Grayling will attend the meeting.

Deliverables

- Sign-in sheet
- Meeting agenda
- Meeting summary

Subtask 3.2 - Bidding Services

Grayling will assist the City with preparing and advertising the project through an online bidding service such as QuestCDN. Grayling will assist the City during the public bidding process with the following services:

- Respond to bidder requests for information (RFI) if applicable.

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- Prepare addenda to the contract documents if applicable.
 - Prepare bid tabs.
 - Contact work references of the lowest responsible bidder.
 - Prepare the “recommendation of award” letter to the City.
 - Prepare the “intent to award letter” to the contractor.
 - Prepare the “notice of award” letter to the contractor.

Assumptions

- The City will manage the bid opening; Grayling will not attend the opening.

Deliverables

- RFI's, addenda, bid tabs, and letters as described above.
- Three (3) sets of spiral bound conformed Contract Documents will be provided following the bid opening.
- Three (3) sets of full size Contract Plans.

Task 4 - Contingent Services

4.1 - Permitting

Construction of the water and sewer mains, and the lighting may require permitting such as SEPA review and a Construction Stormwater General Permit (CSGP).

Assumptions

- Grayling will manage all permitting requirements.
- 40 hours have been allocated for this task.

Deliverables

- Permit applications as required.

4.2 - Dewatering Specifications

Geotechnical investigation may reveal the need for extensive dewatering within the project limits. Additional specifications may be required to address dewatering during construction.

Assumptions

- Grayling will write dewatering special provisions.
- TNG will provide a review of dewatering special provisions.
- 40 hours have been allocated for this task.

Deliverables

- Dewatering special provisions.

Task 5 – Subconsultant Services

The purpose of this task is to provide additional professional services to assist Grayling with completing the project.

Subtask 5.1 - Topographic Survey and Property Determination (KA)

Klein & Associates, Inc. will perform a Topographic Survey and a Right-of-Way Determination on the above referenced property to the “Minimum Standard for Property Boundary Surveys” in which Klein & Associates, Inc. will provide a Topographic Survey to the normal surveying standard of care, record research, field work meeting measurement standards. Klein & Associates will provide a Topographic Survey for the area lying between the North and South curb lines within the project limits and will include the following items.

- Horizontal Datum, (NAD83), Washington State Plane Coordinate – South Zone
- Vertical Datum, North American Vertical Datum 1988 (NAVD88)
- Establish Temporary Benchmarks for horizontal and vertical control
- Locate structures, curbs, gutters, and edge of asphalt, along with any grade breaks within the project limits
- Locate rim and invert elevation of existing sanitary sewer and storm water structures within project limits
- Locate visible utility infrastructures
- Locate utility paint marks, as marked by utility franchise
- Provide Right-of-Way layout along SW Cascade Ave. between Russell Ave. and Cascade Boat Launch

Assumptions

- Surveyor will coordinate utility locates.

Deliverables

- Surveyor will provide base drawings to Grayling in electronic (DWG) and paper format.

Subtask 5.2 - Soils Investigation (TNG)

True North Geotechnical will perform a geotechnical investigation of the project area in a single phase. The purpose of the work is to characterize subsurface soil conditions, including presence/absence of bedrock and groundwater. Geotechnical work will include the following services:

- Literature research of the project area,
- Site reconnaissance,
- Subsurface explorations.
- Laboratory testing,
- Engineering analysis,

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- A report documenting findings and recommendations.

Assumptions

- Pavement design is not required.
- The desire to install a piezometer during the exploration will be reviewed with the City.

Subtask 5.3 - Electrical Design (IS)

Industrial Systems will provide electrical and lighting design. Tasks to include:

- Power and lighting design for the street lighting,
- Coordination with Skamania County PUD for power,
- Coordination with City of Stevenson to determine luminaire requirements,
- Site visit.

Exclusions

- Services and deliverables not defined herein.

Estimated Fee

The total estimated fee based on the scope of work described herein is **\$168,233**. Work will be invoiced monthly on a time and materials basis, not to exceed the agreed upon total without prior approval from the City. Please refer to **Exhibit B** for a detailed breakdown of the estimated fee by task.

Schedule

Professional engineering services are assumed to begin in March of 2024 and be substantially completed within 1 year of the agreed upon start date. Outlined below is a schedule of the anticipated project milestones.

Contract Execution	March 2024
50% Design Submittal	June 2024
90% Design Submittal	August 2024
99% Design Submittal	October 2024
Final Design Submittal	December 2024
Bidding	February 2025

EXHIBIT B - FEE ESTIMATE
CITY OF STEVENSON
SW CASCADE AVENUE UTILITY IMPROVEMENTS
MARCH 2024

Task	Description	Engineer, Grade VIII	Engineer, Grade VII	Engineer, Grade VI	Engineer, Grade V	Engineer, Grade IV	Engineer, Grade III	Engineer, Grade II	Engineer, Grade I	Senior Scientist	PM / CM	CAD / GIS Technician	DO	Total Hours	Labor Cost	Expenses			Subconsultants	Total
		\$242	\$226	\$210	\$194	\$178	\$162	\$146	\$130	\$210	\$210	\$130	\$150			Mileage	Printing			
1	Project Management	84	0	0	0	0	48	0	0	0	4	0	8	144	\$ 30,144	\$ -	\$ -	\$ -	\$ 30,144	
1.1	Project Management & Administration	80					40						8	128	\$ 27,040				\$ 27,040	
1.2	Kick-off Meeting	4					8				4			16	\$ 3,104				\$ 3,104	
2	Design	48	0	0	0	0	320	0	0	0	64	0	0	432	\$ 76,896	\$ 120	\$ -	\$ -	\$ 77,016	
2.1	50% Design	16					80				16			112	\$ 20,192	\$ 60			\$ 20,252	
2.2	90% Design	16					120				24			160	\$ 28,352	\$ 60			\$ 28,412	
2.3	Final Design	16					120				24			160	\$ 28,352				\$ 28,352	
3	Bidding Phase Services	4	0	0	0	0	28	0	0	0	20	0	0	52	\$ 9,704	\$ 60	\$ 500	\$ -	\$ 10,264	
3.1	Pre-Bid Meeting						8				8			16	\$ 2,976	\$ 60			\$ 3,036	
3.2	Bidding Services	4					20				12			36	\$ 6,728		\$ 500		\$ 7,228	
4	Contingent Services	8	0	0	0	0	48	0	0	0	24	0	0	80	\$ 14,752	\$ 60	\$ 500	\$ -	\$ 15,312	
4.1	Permitting	4					24				12			40	\$ 7,376	\$ 60			\$ 7,436	
4.2	Dewatering Specifications	4					24				12			40	\$ 7,376		\$ 500		\$ 7,876	
5	Subconsultant Services	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ 35,497	\$ 35,497	
5.1	Topographic Survey													0	\$ -				\$ 16,445	\$ 16,445
5.2	Geotechnical Investigation													0	\$ -				\$ 7,700	\$ 7,700
5.3	Electrical Design													0	\$ -				\$ 11,352	\$ 11,352
Total		144	0	0	0	0	444	0	0	0	112	0	8	708	\$ 131,496	\$ 240	\$ 1,000	\$ 35,497	\$ 168,233	