



AGREEMENT FOR PROFESSIONAL SERVICES
City of Stevenson General Engineering Services

This Agreement is between the City of Stevenson, hereafter called "CITY", and Wallis Engineering, PLLC, hereafter called "ENGINEER", for the Project known as "City of Stevenson General Engineering Services".

Effective Date and Duration

This Agreement shall become effective on the date the Agreement is signed. This Agreement shall expire, unless otherwise terminated or extended, on December 31, 2020.

Scope of Services

Subject to the terms of this Agreement, the ENGINEER shall perform the services outlined in the scope of work contained in Exhibit A, which is attached hereto and by this reference made a part hereof.

Compensation

The City agrees to pay the Engineer a sum not to exceed \$10,000 for completion of the work. A rate schedule is included as Exhibit B to this Agreement. Monthly invoices will be issued by the Engineer for all work performed under this Agreement, and based on time and materials. Wallis Engineering Hourly Rates will be the basis of compensation. These rates are subject to annual calendar year adjustments; include all allowances for salary, overhead and fee; but do not include allowances for Direct Expenses. Wallis Engineering Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to: necessary transportation costs; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with outside consultants; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges. A service charge of 10 percent will be added to Direct Expenses. Invoices are due and payable upon receipt.

Terms and conditions are listed on page 2.

Wallis Engineering Certification and Signatures

Name: Wallis Engineering, PLLC
Address: 215 W. 4th Street, Suite 200, Vancouver, WA 98660
Federal Tax ID#: 91-1944973
Business Form: PLLC

Payment information will be reported to the IRS under the name and taxpayer ID number provided above.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions (listed on Page 2 and Exhibit A and made part of this Agreement by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that my business is not in violation of any Washington tax laws; hereby certify that I am an independent contractor.

Approved for Engineer: [Signature] Date: December 13, 2019
Name and Title: Jane Vail, Principal

City of Stevenson Signatures

Approved for City:
Name and Title:

TERMS AND CONDITIONS

1. Authorization to Proceed

Execution of this Agreement by the City will be authorization for Engineer to proceed with the work, unless otherwise provided for in this Agreement.

2. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality, and for this type of project. Except as set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

It is the general intent that services specified in this Agreement to be performed by the ENGINEER, will be delivered using the ENGINEER's standard form and content of drawings, technical specifications, and contract documents. The ENGINEER's standards will be in conformance with applicable local, state and federal standards and requirements.

3. Termination

This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform in accordance with this Agreement through no fault of the other and does not commence correction of such nonperformance within five days of written notice and diligently complete the correction thereafter. On termination, Engineer will be paid for all authorized work performed up to the termination date.

4. Limitation of Liability

Notwithstanding any other provisions of this Agreement, Engineer's liability for City's damages will not exceed the compensation received by Engineer under this Agreement.

5. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether Engineer's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability or any other type of cause of action, and shall apply to Engineer, its officers, and employees.

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; jurisdiction being in District or Superior Courts of the State of Washington with venue in Clark County, Washington.

6. Hazardous Substances

To the maximum extent permitted by law, the City will indemnify and defend Engineer and its officers, employees, subconsultants and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees arising out of or relating to the presence, discharge,

release, or escape of hazardous substances, contaminants, or asbestos on or from the Project.

7. Subsurface Investigations

In soils, foundations, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution schedule. To the extent that subsurface investigations affect Project cost and/or execution, Engineer shall notify City as soon as possible and an equitable adjustment in the compensation reflecting increase or decrease in the Project shall be made.

8. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the City and Engineer and has no third party beneficiaries.

Engineer's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

9. Insurance

Engineer shall maintain public liability and property damage insurance which shall protect Engineer from personal injury or property damage claims arising from its negligent performance of work under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit.

Engineer shall name City as additional insured under the general liability insurance policy, and shall provide proof of insurance for professional and general liability insurance.

10. Disputes

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules so the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

1.1 General Services.

Certain matters requiring engineering services are a routine order of business for the Public Works Department (City) and occur on a regular basis; these include consultation and meeting with City officials and staff. The Engineer will be available to the City to provide such Engineering services, consultation and advice, and assist in the Engineering work of the City. The Engineer will provide such services upon written or verbal direction of an authorized representative of the City, and will confirm verbal requests from the City in writing.

1.2 Project Services

1.2.1 From time to time the City will undertake projects requiring study and report preparation, or design services and/or construction related services or some combination of such services. The Engineer will have the option to perform the Engineering and related services on all City projects within Engineer's area of professional competence and which Engineer can reasonably expect to accomplish in fulfillment of the City's needs in view of Engineer's other contractual obligations. Previous work for the City and for others establishes the areas of practice and professional competence of the Engineer.

Services provided under this section will be authorized by written Work Orders describing the project, scope of work, cost of services and schedule, and approved by the City. Authorization and approval will be by a representative of the City.

1.2.2 For such projects the City will negotiate with the Engineer to obtain services on a basis the City determines fair and reasonable. If the City is unable to negotiate a satisfactory agreement with the Engineer, the City may terminate said negotiations and select other firms with which to negotiate for services.

1.2.3 Negotiations shall be based upon criteria established by the City and if these criteria are revised during the course of negotiating with others, the Engineer will be afforded an opportunity to renegotiate based upon the revised criteria. The City will then select the proposal which the City finds best satisfies its criteria.

1.2.4 Because of the nature of this Agreement, it can reasonably be expected the Engineer may expend time and effort developing project criteria to the benefit of the City. The Engineer will be compensated under the terms of this Agreement for services rendered in developing these criteria if negotiations with the Engineer are terminated.

1.2.5 In performing services under this section, the Engineer will advise the City of the need or the City may independently determine a need to obtain services from others to provide the expertise to perform work outside the Engineer's usual area of practice. If authorized by the City, the Engineer will obtain services from others which shall be paid for by the City.

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RATE SCHEDULE

Rate Schedule good through December, 31, 2020

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$141	\$141
Senior Engineer	\$193	\$193
Engineering Manager I - VI	\$165	\$190
Project Engineer I - IX	\$117	\$163
Staff Engineer I - IV	\$95	\$115
Engineering Intern I - III	\$59	\$65
Designer	\$112	\$136
Construction Manager	\$125	\$125
Inspector	\$88	\$103
Technician I-IV	\$78	\$114
Administrative I – VI	\$47	\$104

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.