

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this 18th day of April, 2019, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Wallis Engineering, PLLC**, 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 Exhibit "A." 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 Exhibit "A" and Exhibit "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, 2019 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.

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.

O. DEPARTMENT OF ECOLOGY REQUIREMENTS

Additional requirements as outlined in Exhibit "C" Washington State Department of Ecology Water Pollution Control Revolving Fund Engineering Services Insert are incorporated herein.

[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: _____
Scott Anderson, Mayor

By: _____
Jane Vail, PE
Principal Engineer

Mailing Address:
215 West 4th Street
Suite 200
Vancouver, WA 98660

Approved as to form

Kenneth B Woodrich,
City Attorney

360-695-7041
Telephone Number

91-1944973
Federal Tax ID Number

601-823-546
UBI#

PROJECT DESCRIPTION

The City of Stevenson Wastewater Treatment Plant (WWTP) is in need of upgrades to replace deficient equipment and provide additional capacity. These upgrades have been identified in the City's 2017 General Sewer Plan and Wastewater Facilities Plan Update (GSP/FP), which was recently amended. The GSP/FP described a phased expansion of the WWTP, with Phase 1 including the following improvements:

- New headworks
- New aeration basin
- Disinfection upgrades
- Solids handling upgrades
- Support facility upgrades: standby generator and improvements to electrical, controls, instrumentation, and SCADA
- New laboratory and operations building
- Flood protection measures

In addition to the GSP/FP, an operational audit of the WWTP was completed in 2018, identifying a number of operational upgrades that could be implemented immediately to help prevent violations of the discharge permit.

The GSP/FP also identified a number of collection system improvements to reduce I&I, correct capacity issues, and extend sewer service to unsewered areas. This work is not included in this scope of work, because preliminary engineering for pump station improvements is currently being completed by another consultant. Final design of collection system work will be included in a separate scope of work, to be submitted after preliminary design is complete and the project elements are fully defined.

GENERAL SCOPE OF WORK

The primary goals of this scope are to complete final design for immediate WWTP improvements, and complete preliminary design for the WWTP Phase 1 improvements. These goals are described below:

- ***Design Immediate WWTP Improvements.*** We will complete additional evaluations to identify relatively low-cost improvements that can be made in short-order to help prevent effluent violations of the discharge permit, then design those improvements, assist the City with obtaining bids, and manage construction.
- ***Complete Preliminary Design of Phase 1 WWTP Improvements.*** We will advance design of the Phase 1 WWTP Improvements to obtain Washington State Department of Ecology (DOE) approval, refining the concept design completed during the GSP/FP process. In completing preliminary design, we will identify opportunities to implement proposed Phase 1 improvements in stages, finalize the implementation plan, and more accurately refine cost estimates. A preliminary design report will be prepared to meet DOE requirements, and preliminary drawings will be prepared.

Other goals include providing comprehensive project management, assistance with industrial pretreatment issues, and completing survey and geotechnical investigations to inform design.

It is not the intent of this scope of work to revisit major decisions established in previous planning efforts. The recommendations of the GSP/FP will be the starting point for this work, and the preliminary design task will examine those recommendations pertaining to the project in more detail.

This specific scope of work consists of completing final design for immediate improvements, and preliminary design of Phase 1 WWTP improvements. In order to provide the City with the most accurate scope of services and limit supplements, a scope and fee estimate for the final design of proposed improvements will be submitted following the completion of this work. This specific scope of work consists of the following tasks:

- Task 1 Project Management and Administration
- Task 2 Industrial Pretreatment Assistance
- Task 3 Survey and Mapping
- Task 4 Geotechnical Investigations and Recommendations
- Task 5 Immediate WWTP Improvement Design
- Task 6 Preliminary WWTP Design

This work is anticipated to be complete by November 2019.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2019.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. Each consultant is listed below with the primary tasks which they will complete.

<i>Consultant</i>	<i>Discipline</i>	<i>Task(s)</i>
Wallis Engineering (Wallis)	Project Management, Civil Engineering	1, 2, 4, 5
Esvelt Environmental Engineering (EEE)	Environmental Engineering	6
Klein & Associates (Klein)	Surveying	3
Geotechnical Resources Inc. (GRI)	Geotechnical Engineering	4
Wastewater Solutions Inc. (WSI)	Wastewater Operations	5
Industrial Systems (IS)	Electrical & Control Systems Engineering	5, 6
Barney & Worth (BW)	Public Involvement	1

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Wallis Engineering (Wallis) will provide full project management, administration, and coordination between all subconsultants on the team, City staff, regulatory authorities, and key stakeholders. This task includes technical and financial management of the project, lead meetings and design workshops, and help the City with ongoing public involvement. Key tasks will be to organize and conduct all meetings, develop and track project schedule proactively to address critical path elements and ensure on-time delivery, and communicate to City staff of project progress.

Task 1.1 Project Management and Coordination

Wallis will prepare and implement a Project Management Plan (PMP) to define and provide project management, schedule, coordination, and direction to the City staff and design team to track project progress and adjust as necessary. The goals, objectives and potential impacts of the project will be confirmed with the City project manager. The plan will establish quality control management and procedures and designate responsibility for all technical work and deliverables. Implementation of the PMP will include the following:

- Comprehensive project management to ensure the scope, schedule and budget are met. Provide a point contact person for the City while coordinating with the project team.
- Schedule and participate in monthly or as-needed coordination conference calls with the City Project Manager and other staff at their request.
- Provide maintenance of a comprehensive Microsoft Project schedule with individual task milestones, task duration, individual responsibilities of subconsultants and City staff, agencies, and utilities.
- Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status, schedule status, and brief summary of work completed along with any upcoming scope, schedule or budget concerns. Billings will include staff, title, hourly rate, and hours charged to the project.

Task 1.2 Coordination with Department of Ecology

Wallis will coordinate with the Department of Ecology (DOE) throughout preliminary design in order to ensure that DOE's requirements are being met. We anticipate up to two (2) physical meetings at DOE's Olympia office, and emails and conference calls throughout preliminary design.

Task 1.3 Public Engagement

Wallis will work with stakeholders, property owners, and the public to ensure concerns are adequately addressed and adverse impacts are minimized. The following summarizes the anticipated public involvement efforts through the preliminary design effort:

Public Engagement Plan

Wallis and Barney & Worth will work with the City to draft a Public Engagement Plan (PEP) that outlines the public involvement strategy, methods of communication, and anticipated work effort.

Council Updates

Wallis will attend up to three council meetings to update council and the public on the project. Council presentations are assumed to be held at the immediate capacity measures construction phase, final site plan, and the final predesign report. This subtask also assumes a council work session to discuss public involvement.

Stakeholder Meetings

Wallis will attend up to four stakeholder meetings, listening to concerns and communicating the City's value engineering efforts. Stakeholder meetings are assumed to be held with the Port of Skamania County and affected industries, and the Waste Water Clarifiers group.

Public Involvement Contingency

On a contingency, as-needed basis, Wallis will assist the City with additional meetings and production of public involvement materials. This work could include assistance with website updates, inserts for sewer bills including updates on the project, and press releases.

Task 1.4 Workshops and Meetings

Wallis will organize and conduct project workshops and meetings at key points in the project schedule. To begin the project, we will conduct a kick-off meeting at the City of Stevenson with key City staff and key team members. The objective of the kickoff meeting will be to introduce the project, identify contacts and roles, discuss broad goals and big picture objectives, and resolve decision points. In addition to the kickoff meeting, we anticipate a total of five design workshops at key review points: one for the immediate improvements, three for the WWTP preliminary design, and one to discuss regional biosolids solutions with City of Washougal staff.

For all meetings, we will provide a meeting agenda and summary.

Task 1 Assumptions:

- Project management is anticipated to span a 7-month period (April 2019 – November 2019), for the duration of preliminary design
- All meetings with City staff will be held at City of Stevenson or other venue of staff choice
- Wallis will hold monthly project coordination conference calls with the City
- City will lead implementation of the Public Engagement Plan
- City will manage funding procurement efforts

Task 1 Deliverables:

- Project scope and fee
- Draft and Final Project Management Plan (including Public Engagement Plan)
- Meeting agendas and minutes for kickoff meeting
- Meeting agendas and minutes for up to 5 design meetings/workshops
- Up to two physical meetings with DOE
- MS Project Schedule and updates as needed
- Monthly progress billings on a time and materials basis per task and subtask

TASK 2 INDUSTRIAL PRETREATMENT ASSISTANCE

Objective: To assist the City on an as-needed basis to address industrial pretreatment issues.

Task 2.1 Industrial Pretreatment Assistance

Wallis will work with the City on an as-needed basis to assist with industrial pretreatment issues as they arise. This will include providing input regarding industrial user contracts, rates, and other industrial pretreatment issues. This work will also include working with the City to address DOE's comment on the GSP/FP that the City show how they assure that industrial pretreatment occurs.

Task 2 Assumptions:

- This task will only be billed when specifically requested by the City.
- The fee for this task assumes a total of 100 hours of Wallis staff time and 32 hours of EEE staff time, as shown in the fee estimate. If additional assistance is needed beyond this time, a supplement will be required.

TASK 3 SURVEY AND MAPPING

Objective: Survey existing sites and facilities to provide a comprehensive base map for design. To reduce the cost of the Rock Creek Pump Station design, the survey will also include the pump station site (due to its proximity to the WWTP site).

Task 3.1 Survey and Base Mapping

Klein will order utility locates, provide detailed mapping of features, and prepare a topographic and boundary survey base map for the wastewater treatment plant and Rock Creek Pump Station. The survey base map will be updated throughout the project duration as needed to include locations of archeological, wetland, and geotechnical flagging.

Klein will prepare a complete base map for use in preparing the wastewater treatment plant plans. Wallis and EEE will review the base map and coordinate with Klein for additional survey needs as required.

Task 3 Assumptions:

- City will provide all available as-built drawings of utilities within the project extents.
- Utility locates will be accomplished via One-Call. Utility as-builts will be compiled, compared and resolved with locates
- Base maps will include the following features:
 - Existing improvements
 - Contours at 1-foot elevations with active surface in Civil 3D 2018
 - Utilities with inverts for sanitary sewer and storm structures
 - Elevations of wastewater treatment plant tanks, piping, weirs and other components influencing the hydraulic profile
 - Finish floor elevations of existing buildings at the wastewater treatment plant
 - All lot and right-of-way corners, including research of existing monuments
 - Right-of-way and centerline locations
 - Boundary lines of private property adjacent to sites
 - Location of environmental areas as identified by others
 - Geotechnical boring and piezometer locations

Task 3 Deliverables:

- Base map in AutoCAD Civil 3D and PDF format

TASK 4 GEOTECHNICAL INVESTIGATIONS AND RECOMMENDATIONS

Objective: To provide geotechnical recommendations for the design of the WWTP improvements. To reduce the cost of the Rock Creek Pump Station design, geotechnical investigations will also include the pump station site (due to its proximity to the WWTP site).

Task 4.1 Geotechnical Investigations

Rotosonic Soil Borings

A total of four soil borings are planned for this project:

- Two borings are south of the existing oxidation ditch
- One boring is south of the existing clarifiers.
- One boring near the location of the proposed Rock Creek pump station

Each boring will be advanced to a depth of 40 ft, or to a maximum of 10 ft into rock. Borings will be completed using a track-mounted Rotosonic drill rig equipped with 6-in. diameter casing. Photographs of the core samples will be collected at the time of the field explorations. Disturbed split-spoon samples will also be obtained from the borings at 5-ft depth intervals. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken.

Rotosonic borings will be subcontracted to Holt Services, Inc. or Yellow Jacket Drilling Services. The drilling and sampling will be accomplished under the direction of experienced geotechnical

engineering staff from GRI who will maintain a detailed log of the materials and conditions uncovered during the course of the work. After the completion of drilling and sampling, the boreholes not completed as a piezometer will be decommissioned in accordance with all Washington State regulations.

A request to the Utility Notification Center will be made at least 48 hours prior to the start of the field exploration program. A private utility locator will also be retained to further evaluate the presence of underground utilities at each of the boring locations.

Vibrating Wire Piezometers and Measurements

Vibrating-wire piezometers with data loggers will be installed in two of the borings planned for this study. One vibrating wire piezometer will be installed at the Rock Creek Pump Station boring while the second vibrating wire piezometer will be installed at the wastewater treatment facility. Data from the data loggers will be collected by GRI personnel on a three-month interval for a period of one year after drilling.

Geotechnical Laboratory Testing

Laboratory tests will include standard classification tests, such as natural water content, Atterberg limit determinations, and grain size testing. If coreable rock is encountered, up to four samples of the rock will be submitted to an outside laboratory for determination of the unconfined compressive strength.

Geotechnical Engineering Analysis

Engineering studies and analyses will be accomplished that will lead to the preparation of conclusions and recommendations concerning (1) earthwork including cut and fill slopes, wet-weather construction considerations, suitability of on-site soils for use as structural fill, and import fill criteria; (2) excavation conditions and considerations, including temporary shoring and construction dewatering; and (3) design criteria for the Rock Creek pump station, WWTF aeration basin, and WWTF third clarifier including allowable bearing pressures, settlement estimates, lateral earth pressures, buoyant uplift forces.

Geotechnical Engineering Reporting

A report will be prepared that discusses the work accomplished and presents geotechnical recommendations for improvements to the Wastewater Treatment Facility and Rock Creek Pump Station site. The report will be provided in electronic format for your use and distribution.

Task 4.2 *Slope Stability Investigations*

In the eastern portion of the sewer system where significant groundwater infiltration into the existing sewer is a concern and the area is located within a mapped landslide area, GRI will review readily available geotechnical and geological information provided by the City or Wallis Engineering or contained in our files and perform a driving reconnaissance of the area. GRI staff will also attend a meeting at the City of Stevenson to discuss impacts of infiltration into the system on the overall stability of the slope.

Task 4 Assumptions:

- Two staff from GRI will attend one meeting in Stevenson to discuss I/I landslide issues.
- The City can provide a map showing the locations of utilities within the wastewater treatment facility site.
- Invert of the wet well at the Rock Creek pump station and all improvements at the WWTF will be located within 20-ft of existing site grades.

- City will arrange for site access to the Skamania County owned Rock Creek pump station site. We assume that our field work can be completed without time delays associated with property access approvals. If access to subsurface explorations is delayed due to lack of property access approvals or other property access issues, we will put the drilling subcontractor and our field staff on standby and contact you for further guidance.
- Petroleum products or other potentially hazardous materials will not be encountered during subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during subsurface exploration, drilling will stop immediately, the drilling subcontractor and GRI field staff will be put on standby. The standby time has not been included in our cost estimate and will be billed on a time-and-expenses basis.
- Excess cuttings produced during drilling can be disposed of by scattering them on site. If off-site disposal of drill cuttings is required, the service can be provided for an additional cost.

Task 4 Deliverables:

- Draft and final Geotechnical Report.

TASK 5 IMMEDIATE WWTP IMPROVEMENT DESIGN

Objective: To identify and design immediate improvements that can help prevent effluent violations at the WWTP until final improvements are constructed. This task will build off the previously completed process and operational audit and improvements recommended in the Facility Plan.

Task 5.1 Data Review

Wallis and WSI will review performance data to determine the efficacy of previously completed operational changes and to identify additional measures that can improve WWTP performance. This will include DMR data and any additional data collected at the WWTP.

Task 5.2 Site Visit

Wallis, WSI, and IS will conduct a site visit to further investigate the feasibility of previous immediate capacity recommendations and identify additional measures. This will include identifying: opportunities to improve instrumentation, the feasibility of modifying RAS piping to add flow metering, opportunities for additional aeration, and other potential modifications to improve performance.

Task 5.3 Immediate WWTP Improvement Evaluation

Wallis will evaluate immediate capacity improvements based on feasibility, cost, and ability to improve WWTP performance. Immediate improvements will also be evaluated to ensure that they fit within the long-term WWTP improvement plan.

Immediate improvements to be evaluated will include the following, along with any additional improvements identified during the site visit:

Process Design

WSI will develop process design and operational strategies to help the existing WWTP better treat slug loads and prevent clarifier washout.

Oxidation Ditch Improvements

Wallis and WSI will evaluate opportunities to improve the oxidation ditch, including the addition of DO sensors and a new selector basin. IS will evaluate the electrical and control system modifications necessary to install DO sensors and log DO data. Cost estimates will be developed for each potential oxidation ditch improvements.

Clarifier Improvements

Wallis and WSI will evaluate opportunities to improve clarifier performance, including installing Stamford baffles, leveling weirs, and installing a separate flow meter for each clarifier RAS line. IS will evaluate the control system modifications necessary to install separate flow meters.

The evaluation will be summarized in an *Immediate Improvements Tech Memo*, which will provide recommendations and costs of immediate capacity measures. The draft memo will be submitted to the City for review prior to being submitted to DOE for approval.

Task 5.4 Immediate WWTP Improvement Design

Following DOE approval of the *Immediate Improvements Tech Memo*, the design team will prepare design drawings for the immediate improvements selected for implementation. Draft design drawings will be submitted to the City for review prior to finalizing.

Task 5.5 Bidding and Construction Services

Assist the City with identifying small works roster contractors, answering questions during bidding, reviewing submittals, answering RFIs, and other bidding and construction phase services.

Task 5 Assumptions:

- Wallis, IS, and WSI will attend one meeting with City staff to review *Immediate Improvements Tech Memo*.
- Design work for this task will be contingent on the City's efforts to obtain funding for the construction of immediate improvements.
- The fee for this task assumes design of the specific improvements identified in subtask 5.3. If additional improvements are identified and selected for implementation, additional work may be required.
- Immediate improvements construction contracts will be procured through the City's small works roster.

Task 5 Deliverables:

- Draft and Final Immediate Improvements Technical Memorandum
- Draft and Final Design Documents
- Meeting agenda and minutes for meeting

TASK 6 WWTP PRELIMINARY DESIGN

Objective: To advance the design concepts presented in the GSP/FP and finalize design criteria for each respective discipline including civil, structural, architectural, process, mechanical, electrical (including standby power needs, and instrumentation, control and SCADA systems), and the general physical configuration of facilities to be constructed in the project. Secondary objectives will be to prepare an implementation plan that reduces the initial project cost and optimizes opportunities for projects to maximize grant funds.

Task 6.1 WWTP Preliminary Design

EEE will lead preliminary WWTP design, with assistance from Wallis and IS. EEE will also be supported by architecture, structural engineering, and mechanical engineering subconsultants for support in these disciplines. Each WWTP area described below will be described in a section (a technical memorandum) within the preliminary design report. Each section will summarize the recommended design criteria, equipment sizing, regulatory and code requirements, conceptual layout, building type, and overall design concept as applicable. The primary consultant responsible for each area is shown in parenthesis.

- Design Flow and Loadings (Wallis)
- Civil Improvements (Wallis)
- Headworks (EEE)
- Aeration Basins, Selector Basins, and Splitter Boxes (EEE)
- Blower Building (EEE)
- RAS/WAS and Clarification (EEE)
- UV Disinfection (EEE)
- Thickening/Dewatering Building (EEE)
- Laboratory/Operations Building (EEE)
- Effluent Pump Station (Wallis)
- Electrical and Controls (IS)

The design flow and loadings section will confirm the projections established in the GSP/FP and provide a preliminary analysis of excessive inflow to address DOEs concern noted in their approval letter of the GSP/FP. Flow and loading assumptions in the GSP/FP will not be reanalyzed.

In addition to the technical memoranda, preliminary process drawings, civil drawings, and electrical drawings will be prepared. Civil drawings will include a site layout for proposed improvements and will identify space needed for future improvements beyond the 20-year planning period.

Task 6.2 Preliminary Cost Estimate

Preliminary cost estimates prepared as part of the GSP/FP will be updated based upon additional design detail developed during the previous subtask. This subtask will be led by EEE, with support from each discipline. Wallis will provide Quality Assurance over this work effort.

Task 6.3 Project Implementation Plan

Wallis will update the project implementation plan described in the Facility Plan, with assistance from EEE. The implementation plan will break the project components into separate bid packages, to be constructed in order of priority based upon available funding. The implementation plan will identify the minimum improvements that can be constructed to increase WWTP capacity. The bid packages have been preliminarily identified below and will be refined based on the results of the previous subtasks and input from the City, Department of Ecology, and other stakeholders.

Critical Capacity Upgrades:

- New aeration basin
- Improvements to existing headworks
- Improvements to existing UV disinfection channel
- SCADA upgrades
- Backup generator
- Associated support facilities

Non-Critical Capacity Upgrades:

- New headworks
- New UV disinfection channel
- Solids handling improvements

Support Facilities:

- Lab and operations building
- Non-critical flood protection measures

Task 6.4 Preliminary Design Report

The results of previous subtasks will be compiled into a Preliminary Design Report for submission to the City and Department of Ecology.

Task 6 Assumptions:

- The preliminary design will build off the recommendations of the GSP/FP without substantial changes.
- A draft Preliminary Design Report will be submitted to the City for review by October 1st, 2019. Individual sections of the report may be submitted periodically prior to that date for City input.
- The Preliminary Design Report will be submitted to DOE for review by November 1st, 2019.
- DOE review period anticipated to be sixty (60) days.

Task 6 Deliverables:

- Draft and final preliminary drawings:
 - Hydraulic Profile
 - Process Schematic
 - Site Plan
 - Yard Piping Plan
 - Surfacing Plan
 - Electrical One-Line Diagram
 - Electrical Site Plan
- Draft and final Preliminary Design Technical Memoranda:
 - Design Flow and Loading Technical Memorandum (TM)
 - Civil Improvements Preliminary Design TM
 - Headworks Preliminary Design TM
 - Aeration Basin Preliminary Design TM
 - Blower Building Preliminary Design TM
 - RAS/WAS and Clarification Preliminary Design TM
 - UV Disinfection Preliminary Design TM
 - Thickening/Dewatering Building Preliminary Design TM
 - Laboratory/Operations TM (may be combined with another TM)
 - Effluent Pump Station Preliminary Design TM
 - Electrical and Controls Preliminary Design TM
- Draft and final Project Implementation Plan
- Updated Cost Estimates
- Preliminary Design Report

Agreement
Exhibit B - Fee Estimate
City of Stevenson - WWTP and Collection System Improvements Part I
WE #1477A
April 11, 2019

TASK													Subconsultants						Total		
	SE	E1	E2	E3	E4	E5	E6	SD	T1	TW	C1	Staff Cost	Expenses	Esvelt Eng.	Klein & Assoc.	GRI	WW Solutions	Industrial Systems	Barney & Worth	Cost	
Task 1	\$187	\$171	\$159	\$136	\$119	\$102	\$92	\$131	\$104	\$95	\$80										
Task 1 Project Management and Administration																					
1.1 Project Management and Coordination		4		72	40			80			20	\$ 27,316.00		\$ 7,280.00				\$ 2,740.00		\$ 37,336.00	
1.2 Coordination with Department of Ecology	8				40			32			6	\$ 10,928.00	\$232.00 (M)	\$ 1,120.00						\$ 12,280.00	
1.3 Public Engagement				32	24			12				\$ 8,780.00							\$ 9,540.00	\$ 18,320.00	
1.4 Workshops and Meetings			8	24	32			24			8	\$ 12,128.00	\$259.00 (M)	\$ 4,040.00			\$ 1,633.00			\$ 18,060.00	
TASK 1 SUBTOTAL	8	4	8	128	136	0	0	148	0	0	34	\$ 59,152.00	\$491.00	\$ 12,440.00	\$ -	\$ -	\$ -	\$ 4,373.00	\$ 9,540.00	\$ 85,996.00	
Task 2 Industrial Pretreatment Assistance																					
2.1 Industrial Pretreatment Assistance	16			16	36		16	16				\$ 13,020.00		\$ 4,480.00						\$ 17,500.00	
TASK 2 SUBTOTAL	16	0	0	16	36	0	16	16	0	0	0	\$ 13,020.00	\$ -	\$ 4,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,500.00
Task 3 Survey and Mapping																					
3.1 Survey and Base Mapping				4	8			12				\$ 2,744.00		\$ 18,480.00						\$ 21,224.00	
TASK 3 SUBTOTAL	0	0	0	4	8	0	0	12	0	0	0	\$ 2,744.00	\$ -	\$ 18,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,224.00	
Task 4 Geotechnical Investigations and Recommendations																					
4.1 Geotechnical Investigations					4			2				\$ 738.00				\$ 49,630.00				\$ 50,368.00	
4.2 Slope Stability Investigations				4	4							\$ 1,020.00				\$ 5,370.00				\$ 6,390.00	
TASK 4 SUBTOTAL	0	0	0	4	8	0	0	2	0	0	0	\$ 1,758.00	\$ -	\$ -	\$ -	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 56,758.00	
Task 5 Immediate WWTP Improvement Design																					
5.1 Data Review		2			18		8	2				\$ 3,482.00		\$ 1,120.00			\$ 1,200.00			\$ 5,802.00	
5.2 Site Visit					6		6					\$ 1,266.00	\$ 52.00 (M)				\$ 1,200.00	\$ 1,370.00		\$ 3,888.00	
5.3 Immediate WWTP Improvement Evaluation		8			40		24	8	4			\$ 9,800.00		\$ 4,480.00			\$ 2,000.00	\$ 2,740.00		\$ 19,020.00	
5.4 Immediate WWTP Improvement Design		8			32	16	24	8	16			\$ 11,728.00					\$ 1,200.00	\$ 15,460.00		\$ 28,388.00	
5.5 Bidding and Construction Services		4			24		16	4			4	\$ 5,856.00	\$ 52.00 (M)				\$ -	\$ 6,576.00		\$ 12,484.00	
TASK 5 SUBTOTAL	0	22	0	0	120	16	78	22	20	0	4	\$ 32,132.00	\$104.00	\$ 5,600.00	\$ -	\$ -	\$ 5,600.00	\$ 26,146.00	\$ -	\$ 69,582.00	
Task 6 WWTP Preliminary Design																					
6.1 WWTP Preliminary Design	16	16	16		40	8	24	8	16	8		\$ 19,528.00	\$ 52.00 (M)	\$ 68,560.00				\$ 16,840.00		\$ 104,980.00	
6.2 Preliminary Cost Estimate		4	4		16							\$ 3,224.00		\$ 13,080.00				\$ 2,740.00		\$ 19,044.00	
6.3 Project Implementation Plan		4		16	40		16	8		4		\$ 10,520.00		\$ 1,120.00						\$ 11,640.00	
6.4 Preliminary Design Report	2				8			8		4		\$ 2,754.00								\$ 2,754.00	
TASK 6 SUBTOTAL	18	24	20	16	104	8	40	24	16	16	0	\$ 36,026.00	\$ 52.00	\$ 82,760.00	\$ -	\$ -	\$ -	\$ 19,580.00	\$ -	\$ 138,418.00	
GRAND TOTAL	42	50	28	168	412	24	134	212	48	16	38	\$ 144,832.00	\$647.00	\$ 105,280.00	\$ 18,480.00	\$ 55,000.00	\$ 5,600.00	\$ 50,099.00	\$ 9,540.00	\$ 389,478.00	

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Fee Summary.

FEE SUMMARY			
Staff	Hours	Rate	Fees
SE - Senior Engineer	42	\$ 187.00	\$ 7,854.00
E1 - Engineer 1	50	\$ 171.00	\$ 8,550.00
E2 - Engineer 2 (PM)	28	\$ 159.00	\$ 4,452.00
E3 - Engineer 3	168	\$ 136.00	\$ 22,848.00
E4 - Engineer 4	412	\$ 119.00	\$ 49,028.00
E5 - Engineer 5	24	\$ 102.00	\$ 2,448.00
E6 - Engineer 6	134	\$ 92.00	\$ 12,328.00
SD- Senior Designer	212	\$ 131.00	\$ 27,772.00
Inspector	0	\$ 99.00	\$ -
T1 - Technician 1	48	\$ 104.00	\$ 4,992.00
TW- Technical Writer	16	\$ 95.00	\$ 1,520.00
C1 - Clerical 1	38	\$ 80.00	\$ 3,040.00
Total Fees from Staff			\$ 144,832.00
Subconsultant	Fees		
Esvelt Eng.	\$ 105,280.00		
Klein & Assoc.	\$ 18,480.00		
GRI	\$ 55,000.00		
WW Solutions	\$ 5,600.00		
Industrial Systems	\$ 50,099.00		
Barney & Worth	\$ 9,540.00		
Total Fees from Subconsultants	\$ 243,999.00		
<i>NOTE: Fee includes 10% markup</i>			
Expenses	Cost		
Printing (P)	\$ -		
Mileage (M)	\$ 647.00		
Total Fees from Expenses	\$ 647.00		
TOTAL BUDGET	\$ 389,478.00		

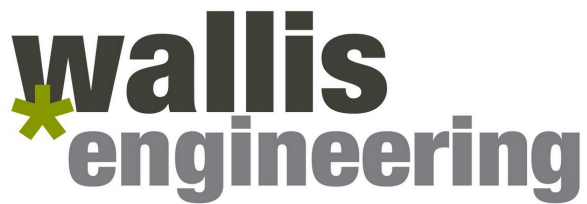


EXHIBIT B

RATE SCHEDULE

Rates are effective thru December 31, 2019

<u>Staff</u>	<u>Hourly Rate</u>
Senior Engineer	\$187.00
Engineer 1	\$171.00
Engineer 2	\$159.00
Engineer 3	\$136.00
Engineer 4	\$119.00
Engineer 5	\$102.00
Engineer 6	\$92.00
Senior Designer	\$131.00
Inspector	\$99.00
Technician 1	\$104.00
Technical Writer	\$95.00
Clerical 1	\$80.00

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%.



WASHINGTON STATE DEPARTMENT OF ECOLOGY
WATER POLLUTION CONTROL REVOLVING FUND
ENGINEERING SERVICES INSERT

In the event of conflict within the contract these clauses shall take precedence.

Compliance with State and Local Laws

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logos must be on all signs and documents. Logos will be provided as needed.

Access to the work site and to records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy

of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.