

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this ____ day of _____, 2023, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Bell Design Co.**, 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." 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, 2025** 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

Kenneth B Woodrich,
City Attorney

Federal Tax ID Number

UBI#

Engineering Standards Update Proposal City of Stevenson



TO: Leana Kinley
City Administrator
City of Stevenson
7121 E. Loop Rd
PO Box 371, Stevenson, WA 98648-0371
Phone: (509) 427-5970 x204

FROM: Stoner W. Bell, P. E.
Bell Design Co.
PO Box 308
Bingen, WA 98605
Phone: (509) 493-3886

SUBJECT: Scope and Fee Proposal for Engineering Standards Update

PROJECT: Bell Design Project #22B303

DATE: January 16th, 2022

PROJECT UNDERSTANDING

The City of Stevenson’s engineering standards currently consist of four semi-independent documents. These documents include:

- Design and Planning Manual
- Construction Specifications
- Standard Drawings
- Erosion Control Plans

The City had noticed some inconsistencies between the various documents and it has become concerned about areas within the standards that are vague as to when and how they are to be applied to various types and levels of development. The City would like to improve its engineering standards. These improvements include but are not limited to the following:

- Consolidate the four documents that currently serve as the engineering standards into one or two documents.
- “Standardize” the engineering standards so that they are similar to other standards being used in the region by similar sized municipalities and reflect the standard of practice and care normally used in the design and oversight of development projects.
- Clearly identify specific activities and thresholds that would trigger various engineering standards requirements.
- Ensure the standards are internally consistent and harmonized with other City codes and plans.
- Modify the City’s standard drawings so they are consistent with other standards organizations such as the American Public Works Association (APWA), WSDOT, American Water Works

Fee and Scope Proposal

Association (AWWA), and Washington State Department of Ecology (WSDOE) standard drawings.

Additionally, the City would like to use a public involvement process to build community consensus on the standards that should be enforced for development of the community.

PROJECT APPROACH/SCOPE.

Project Management:

This task involves on-going communications with the City of Stevenson, its representatives and staff, project startup costs, task budget review and management, review of work and management of work schedule, review of project charges, review and preparation of invoices, and providing project progress updates to the City.

Estimated Fee: \$4,200

Phase 1 -Identification of Issues with Existing Engineering Standards and Procedures

A - Interviews with City Staff

BDC would meet with City staff to discuss specific issues with the existing engineering standards that have frustrated them over the years. The intent of these meetings would be to identify specific language and/or requirement that are vague or hard to enforce or to implement, or which may conflict with other areas of the standards, the City's municipal code, or Washington State codes and requirements.

Deliverable: Meeting notes for each staff member interviewed identifying problem area with the existing engineering standards.

Estimated Fee: \$2,120

B - Stakeholders Workshop #1

BDC would work with the City to identify stakeholders who could become part of a stakeholder group interested in providing testimony and feedback on the engineering standards. BDC would conduct a meeting early in the standards modification process with these stakeholders to review areas in the standards that have created frustration, delays, confusion, or seem to serve no purpose. To expedite this process the City could request written comments from participants.

Deliverable: Meeting notes which summarize stakeholders' concerns stated in the workshop and concerns presented in the written comments.

Estimated Fee: \$4,040

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C - Review of other Jurisdictions' Standards

BDC would review two other jurisdictions' engineering standards and make notes as to the apparent benefits and drawbacks of those standards. BDC will also phone/video interview other jurisdictions' personnel who use the standards to ascertain their dispositions towards the standards' performance in accomplishing their intended purpose.

Based upon a previous scoping meeting with the City, this task is envisioned to be limited to two jurisdiction that the City will chose. In the scoping meeting the City mentioned that the City of Washougal may be an appropriate jurisdiction to review its engineering standards. Therefore, it is anticipated that BDC would review the City of Washougal's standards and another jurisdiction of the City's chose and interview the appropriate staff who implement each City's engineering standards.

This task could be broadened to include review of additional jurisdictions' standards which would require an adjustment in the estimated fee.

Deliverables: Notes on BDC's review of the standards and notes from interviews with the jurisdiction's staff.

Estimated Fee: \$18,000

Phase 1 Estimated Fee

\$24,160

Phase 2 – New/Updated Engineering Standards Production

A - Direction Workshop with City Staff

BDC will summarize findings from the above tasks and send the information to City of Stevenson staff involved with the standards update as directed. BDC will conduct a workshop with City staff to discuss the advantages and disadvantages of adopting and modifying the jurisdiction's standards which were reviewed in Phase I, Part C.

Deliverable: Meeting notes and any conclusions that were made at the workshop.

Estimated Fee: \$2,120

B - Transition another Jurisdiction's Engineering Standards to the City of Stevenson

This task covers the effort of converting the selected jurisdiction's standards to work with the City's ordinances, codes, and specific practices. The task would also involve scrubbing language that does not apply to the City of Stevenson, such as growth management practices or SM4 references. The task would also include modifying any procedural language to match the City's current processes, for example permits or meetings that the City may or may not have.

BDC will deliver the draft engineering standards to City staff for review and comment. After BDC receives City staff's comments, BDC would then update the draft engineering standards to reflect the City's comments.

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Deliverable: Draft copy of City of Stevenson engineering standards.

Estimated Fee: \$16,160

C - Update Standard Detail Drawings

It is assumed that BDC will be able to get (or purchase) that jurisdiction's standards in CADD format. BDC would then modify the borders and sheets to reference the City of Stevenson and its engineering standards. The cost to purchase another jurisdictions' standards or pay for their staff time to process the transfer would be an addition to the fee estimate in this proposal.

BDC would distribute the "new" drawings to the City's Public Works Department personnel to review and make suggested changes which would reflect the practices of the City Public Works Department. BDC would incorporate those changes into the new standard drawings.

Deliverable: Updated Standards

Estimated Fee: \$15,680

D - Stakeholders Workshop #2

BDC will work with the City to distribute the draft engineering standards to the stakeholder group. The City/BDC would invite written comment and then conduct a second workshop meeting to discuss the new manual and take additional comments on the proposed draft engineering standards.

BDC would meet with the City to discuss concerns and comments raised in the stakeholder workshop. BDC would then update the draft engineering standards as directed by the City based on the comments from the Stakeholder Workshop #2.

Deliverable: 1) Meeting notes which summarize stakeholders' concerns raised in the workshop and the concerns presented in the written comments.
2) Engineering standards updated to reflect stakeholder's comments.

Estimated Fee: \$4,040

Total Phase 2 Estimated Fee

\$38,000

Phase 3 – Adoption/Implementation of New Engineering Standards

A - Ordinance and Code Conflict Review

BDC will review other City codes and documents to determine if there is any conflicting language or other language that may need to be altered to accommodate the new engineering standards. BDC will document its findings in a memorandum and meet with City staff to ascertain which issues can be resolved by changes to the new engineering standards and which issues will most likely require code or ordinance modifications.

Deliverable: Memorandum document outlining code or ordinance issues that should be modified to allow engineering standards to function properly.

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Estimated Fee: \$5,520

B - Planning Commission Workshop

BDC would work with City staff to distribute the new engineering standards to the City's Planning Commission. BDC would conduct a workshop or present the standards in a Planning Commission meeting, per City staff's direction. BDC would take comments and questions, and entertain modifications.

BDC would meet with the City staff to discuss concerns and comments raised by the Planning Commission, and update the draft engineering standards as directed by the City based on the comments from the Planning Commission Workshop.

- Deliverable:**
- 1) Meeting notes which summarizes the Planning Commission's concerns.
 - 2) Engineering standards updated to reflect the Planning Commission's comments.

Estimated Fee: \$3,400

C - Present New Standards to City Council for Adoption

BDC/City of Stevenson would distribute the final engineering standards and standard drawings to City Council members for their review. After allowing an appropriate time based upon the Council's workload, the staff would place the adoption of the engineering standards on the Council's agenda. BDC would attend a City Council meeting to present the new standards and, if necessary, any code or ordinance changes that may be necessary to the City Council and to respond to questions the Council may have.

If necessary, BDC can attend one other Council meeting if the Council should require modifications and delay the adoption of the engineering standards.

Estimated Fee: \$5,520

Total Phase 3 Estimated Fee \$14,400

Total Project Estimate (Phase 1, 2, 3, and Project Management) \$80,800

Cost Estimate for Professional Services

Client: City of Stevenson
 Project: Engineering Standards
 Prepared by: Stoner W. Bell



Phase	Task	Task Description	Personnel Classification and Billing Rate			Totals
			PE3	PE1	D4	
			\$ 210.00	\$ 160.00	\$ 90.00	
Project Management						
A	Project Management		20			\$ 4,200
Sub Total						\$ 4,200
1 Identification of Issues with Existing Standards						
A	Interviews with Staff		4	8		\$ 2,120
B	Stake Holders Workshop #1		4	20		\$ 4,040
C	Review of other Jurisdiction's Standards		40	60		\$ 18,000
Sub Total			48	88	0	\$ 24,160
2 New/Updated Engineering Standards Production						
A	Direction Workshop with City Staff		4	8		\$ 2,120
B	Create New Standards		16	80		\$ 16,160
C	Update Standard Details Drawings		8	20	120	\$ 15,680
D	Stakeholders Workshop #2		4	20		\$ 4,040
Sub Total			32	128	120	\$ 38,000
3 Adoption/Implementation of New Engineering Standards						
A	Ordinance and Code Conflict Review		8	24		\$ 5,520
B	Planning Commission Workshop/Meeting		4	16		\$ 3,400
C	Present Standards to City Council for Adoption		8	24		\$ 5,520
Sub Total			20	64	0	\$ 14,440
Total Hours			120	280	120	\$ 80,800
Total Cost			\$ 25,200	\$ 44,800	\$ 10,800	\$ 80,800

BDC Project Number: 22B303

Date: 1/16/2023