

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 **Understory Landscape Architecture, LLC**, 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, 2024** 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

Telephone Number

Federal Tax ID Number

UBI#

Approved as to form

Robert C. Muth,
City Attorney

understory

August 22, 2023

Leana Kinley
City of Stevenson
7121 E. Loop Rd/PO Box 371
Stevenson, WA 98648-0371

Skamania Courthouse Plaza and Upper Russell Street | Phase 1 Design Services

Understory is pleased to submit the following proposal for Design and Engineering Services to the City of Stevenson (Client) for the Skamania Courthouse Plaza and Upper Russell Street design. The following Proposal is for Phase 1 design services which includes project management, public engagement, schematic design for the plaza, and concept design for upper Russell Street. We will submit our proposal for Phase 2 design services after completion of the schematic design phase. Phase 2 design services are anticipated to include design development, construction documentation, and land use permitting for the plaza. The Phase 1 Design Services scope of work is based on our current understanding of the project as established by the Request for Qualifications and phone conversations with the Client. The schedule for both the Phase 1 Design Services and Russell Street Concept Design will be 6 months.

Project Understanding and Team Roles:

1. The project includes the design services for a new public plaza located at the corner of Russell Street and Second Street and conceptual streetscape design for Upper Russell Street as shown in Exhibit A. Potential amenities for the plaza include an amphitheater, water feature, splash pad, covered and uncovered picnic areas, gas firepit, restrooms, planting, signage, and accessible circulation through the site. Plaza amenities that meet the target construction budget will be confirmed through the public engagement process.
2. Understory will provide landscape architectural design services and proposes the following sub-consultants for the Phase 1 Design Services:
 - Civil Engineering - Akana
 - Structural Engineering - Akana
 - Arborist - Akana
 - Water Feature Design - STO
 - Cost Estimating - DCW
 - Electrical Engineering - PAE
 - Surveying - Emerio

3. The following sub-consultants do not have scope of work in the Phase 1 Design Services proposal, but will be proposed for the Phase 2 proposal as required based on the Schematic Design for the plaza.
 - Architecture - Akana
 - Land Use Permitting - Akana
 - Lighting Design - Fieldwork Lighting Studio
 - Mechanical, Electrical, & Plumbing Design - PAE
4. Understory's role will be to provide the following:
 - Lead the overall site design for the Courthouse Plaza and conceptual design for Upper Russell Street
 - Facilitate the public engagement process
 - Work directly with the City of Stevenson and the design team during the effort to ensure a comprehensive approach to the work
 - Document proposed surface improvements including site paving, walls less than 4' high, site grading, planting, site furnishings, and tree protection
5. Akana civil engineers will document all subsurface utilities, any work within the public right-of-way, erosion and sedimentation control, and stormwater facilities.
6. Akana arborists will prepare a draft and final arborist report identifying the species and health of all existing trees and provide tree protection recommendations.
7. DCW will prepare opinions of probable cost at milestones outlined in the scope of work. Estimates will be prepared in Unifomat II format and a single revision is included for each estimate.
8. GRI will conduct geotechnical investigations and prepare a detailed report summarizing the findings. Two (2) borings drilled to depths ranging from 15 to 30' are included in the proposal. Additional borings may be required during the design development phase based on the approved schematic design of the plaza and findings of the geotechnical investigations.
9. PAE will review design standards and Client project requirements for the electrical service for the plaza, attend (1) in person site walk to review existing conditions, coordinate with Skamania PUD, and provide a basis of design narrative outlining existing electrical services and anticipated service and distribution requirements.
10. STO will collaborate with the Client and design team to establish design criteria and prepare preliminary schematic drawings and design narrative for the water feature and splash pad.
11. Akana Structural engineers will review the findings from the geotechnical investigations and prepare a basis of design narrative for site retaining walls greater than 4' in height.
12. Emerio will provide topographic and boundary surveying.

Scope of Work:

Based on our understanding of the project, and the information provided, we propose the following scope of work:

1. Project Management

1.1 Bi-Weekly Meetings - Understory will lead bi-weekly project management coordination calls throughout the project with City staff to review project progress and coordinate our work. The bi-weekly meetings are in addition to client / design team meetings outlined in the scope of work.

1.2 Project Management- Understory will provide overall project management for the design team. Understory will manage the overall project schedule, coordinate and manage sub-consultant tasks, provide meeting minutes for meetings listed below, and submit monthly invoices to the City.

Task 1 Deliverables:

- Project schedule identifying critical path items, key project submittals and milestones
- Meeting minutes from bi-weekly meetings

Task 1 Meetings:

- Bi-weekly meetings, held virtually

2. Public Engagement

Understory will facilitate a public process to re-engage with the Stevenson Community to verify the desired amenities and inspiration for the plaza design. Public engagement will include in-person community workshops, focused stakeholder group meetings, and online outreach.

2.1 Community Workshop #1 - Understory will present findings from our site analysis, confirm the desired amenities and inspiration for the plaza design, and provide up to three design refinement options for the plaza based on the findings from our technical investigations. Following the Workshop, presentation graphics will be posted to the City hosted project website with an online survey to gather additional feedback from people unable to attend in-person events.

2.2 Community Workshop #2 - Understory will share a summary of the feedback received at Workshop #1, present the final schematic design for the plaza, and provide up to two concepts for the streetscape design. Following the Workshop, presentation graphics will be posted to the City hosted project website with an online survey to gather additional feedback from people unable to attend in-person events.

2.3 Stakeholder Engagement Meetings - Understory will coordinate with City staff to identify key stakeholder groups and lead up to Four (4) stakeholder meetings for focused discussions. Stakeholder meetings to be held in Stevenson, Washington and scheduled in coordination with the Community Workshops.

Task 2 Deliverables:

- Presentation graphics for Community Workshops and Stakeholder Meetings. Graphics to include diagrams, rendered plans, and 3D perspectives
- Two (2) Community outreach surveys
- Summary of Community feedback following each Community Workshop

Task 2 Meetings:

- Two (2) Community Workshops, held in Stevenson Washington
- Four (4) Stakeholder Engagement Meetings, scheduled in coordination with Community Workshops and held in Stevenson, Washington.

3. Plaza Schematic Design (6 Months)

3.1 Project Kick-Off Meeting– Understory will lead a project kick-off meeting with City staff and our design team to review the project schedule, discuss goals and vision for the project, and finalize the public engagement strategy. Following the kick-off meeting, we will refine the project schedule and identify critical path items, key project submittals, and milestones.

3.2 Technical Investigations and Site Analysis – At the beginning of the Schematic Design phase our team will review all available background information and prior studies, conduct research and technical investigations to gain a thorough understanding of existing conditions, technical challenges/constraints, regional history and ecology, and site connectivity which will inform design refinement of the plaza.

- **Review Background Information** - Our team will review all available background information and prior work completed relative to their discipline.
- **Site Visit** - Key personnel will conduct a site visit with City staff to photograph the site and review and document existing conditions.
- **Site Survey** - Emerio will provide topographic and boundary survey in AutoCAD format for the full Russell Street right of way between NW Vancouver Ave and SR 14 and topographic surveying for the plaza.
- **Geotechnical Analysis** - GRI will conduct a geotechnical investigation consisting of sub-surface explorations, laboratory testing, engineering analysis and preparation of a geotechnical report. Two (2) borings are included in this phase of work.
- **Arborist Report** - Akana will prepare an arborist report identifying the species and health of all existing trees and provide tree protection recommendations.

- **Site Analysis** - Based on our review of background documents, completion of technical investigation, and site visit, Understory will prepare site analysis diagrams illustrating any technical constraints identified, site context and connectivity, slopes, regional history and ecology, and significant trees and vegetation.
- 3.3 Budget Verification** - Prior to developing the design refinement options for Community Workshop #1, DCW will prepare an order of magnitude cost estimate of the prior concept plan to identify and address any budget challenges early in the project. This will be used to develop a target construction budget for the design refinement options that will be presented to the public.
- 3.4 Plaza Design Studies** - Understory will prepare up to three design options for the plaza to refine the concept design. Design options will be based on findings from technical investigations, budget verification in task 3.3, and review of the prior concept plan with City staff.
- 3.5 Client / Design Team Meeting** - Understory and Akana Civil will meet with City staff to discuss findings from task 3.2 and 3.3 and present a draft of the presentation materials to be shown at Community Workshop #1.
- 3.6 Plaza Design Refinement** - Based on feedback from Community Workshop #1 and direction from City staff Understory will refine the plaza concept into a preferred schematic design plan.
- 3.7 Client / Design Team Meeting** - Understory and Akana Civil will present the preferred schematic design plan, concept design options for Upper Russell Street, and a draft of the presentation materials for Community Workshop #2 for review and comment prior to sharing with the public.
- 3.8 Plaza 100% Schematic Design Package** – Produce and submit the Schematic Design Package for the plaza.
- 3.9 Cost Estimate** - Prepare opinion of probable construction cost estimates for the Plaza SD package and upper Russell Street Concept Package. Cost estimates will include all elements as necessary for a complete estimate and be prepared in Unifomat II.
- 3.10 Review and Respond to City Comments** - City staff will review and provide written consolidated comments for the Plaza 100% Schematic Design Package and Upper Russell Street Concept Package. Our team will review and provide written responses to all comments.
- 3.11 Client / Design Team Meeting** - Review and discussion of Cost Estimates, Client comments on the plaza Schematic Design package and Upper Russell Street Concept Design Package, and value engineering if required to align the project with the budget.

Task 3 Deliverables:

- Topographic and Boundary Survey in AutoCAD format
- Geotechnical Report
- Draft and Final Arborist Report
- Site Analysis Diagrams
- Presentation Materials for Client / Design Team Meetings as outlined in the above scope of work
- Cost Estimates:
 - Order of Magnitude Cost Estimate of prior concept plan
 - 100% Schematic Design Cost Estimate
- 100% Schematic Design Package:
 - Illustrative overall site plan
 - Preliminary Site Utility Plan
 - Preliminary Stormwater Plan
 - Site Materials Plan
 - Conceptual Grading Plan
 - Key Site Sections to convey the schematic layout, general site materials, and design intent for the plaza
 - Site Electrical Basis of Design Narrative
 - Water Feature Basis of Design Narrative and preliminary schematic drawings
 - Structural Engineering Basis of Design Narrative for Site Retaining Walls
- Written responses to Client comments
- Meeting minutes

Summary List of Task 3 Meetings:

- One (1) Project kick-off meeting with Client and Consultant team, held in Stevenson
- One (1) Site Visit to review existing conditions
- Three (3) Client / Design Team Meetings, held virtually.
- Consultant Coordination Meetings, held virtually.

4. Russell Street Conceptual Design

Client Meetings and Review of Design concepts for upper Russell Street will occur at the meetings identified in task three of the scope of work.

4.1 Upper Russell Street Concept Design - Prepare up to three conceptual options for the streetscape design of Upper Russell Street.

4.2 Upper Russell Street Concept Design Package – Produce and submit a concept design package for the preferred streetscape design for Upper Russell Street.

Task 4 Deliverables:

- Graphic representation of up to three concepts for the Upper Russell Street design
- Upper Russell Street Concept Design Package
 - Overall Illustrative Streetscape Plan
 - Plan Enlargements at three locations
 - Street Cross Sections
 - Design Narrative describing design intent for materials, furnishings, and planting

Fees

We propose the following fees:

- | | |
|---|--------------------|
| 1. Project Management | \$18,261.00 |
| 2. Public Engagement | \$28,320.00 |
| 3. Plaza Schematic Design | \$147,451.00 |
| 4. <u>Russell St. Conceptual Design</u> | <u>\$21,720.00</u> |

Total: \$215,752.00 *plus expenses*

We propose to bill monthly on a percentage of completion per phase. Expenses are additional and will be billed at 1.1 times our cost. Anticipated expenses include printing and travel reimbursement.

Exclusions to Scope of Services

1. Fees associated with permitting.
2. Design Development, Construction Documentation, and Land Use Permitting are not included in the Phase 1 Scope of work.
3. Architectural Design, Lighting Design, Mechanical, and Plumbing engineering are not included in Phase 1 scope of work.
4. Services during construction are not included.
5. Any work that extends beyond the Project Boundary as shown in Exhibit A.
6. Work over Structure.
7. Site signage, interpretive signage, or way-finding except as otherwise indicated herein.
8. Security system design and specification of security equipment.
9. Work involving hazardous soils or soil remediation methods.
10. Preparation of multiple documents for phased permitting or bid packages.

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11. Production of professional renderings or models for marketing or other purposes beyond those outlined in the scope and required for the design process.
12. Production of a 3D model for design or construction, including Revit or similar.
13. Physical models and design mockups.
14. Production of maintenance manuals.
15. Preparation of change orders that are to remedy contractor error, regulatory changes, and/or changes in scope as directed by the owner or owner's representative.
16. Production of "as-built" or record drawings
17. Additional meetings, presentation, or public review processes, in excess of anticipated meetings (per phase) as listed above in the scope of work. Preparation and attendance for additional meetings/presentations/public review will be performed at the request of the Client, and billed as time and materials based on Understory's hourly rates.
18. LEED, or similar certification services, including eco-charrettes, criteria assessment, site calculations, and documentation except as otherwise indicated herein.

Assumptions

1. Our proposal is based on the above scope of work and attached Exhibit A.
2. We will identify potential locations for the restroom, water feature, and splash pad in the schematic design package. Detailed design and engineering of these elements will be included in the Phase 2 Scope of Work.
3. Understory will establish a lighting strategy for the plaza and streetscape. Detailed lighting design and fixture selection will be included in the Phase 2 Scope of Work.
4. We will submit a proposal for phase 2 design services based on the approved schematic design for the plaza
5. Phase 1 and 2 Design Services for the project are scheduled to be completed by December 2024.

Please contact me or Amy Cragg if you have any questions, require clarification, or if we can be of further assistance. We look forward to working with you on the design of the Skamania Courthouse Plaza and Upper Russell Street.

Sincerely,

Understory Landscape Architecture LLC



Andrea Kuns

Principal, Landscape Architect

andrea@understory.design

541-241-2130

Skamania Courthouse Plaza and Upper Russell Street Fee Summary	Understory Landscape Architectur	Akana Civil	Akana Structural	Akana Arborist	DCW Cost Estimating	STO Design	PAE	Emerio Survey	GRI
Task 1: Project Management	\$18,261	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 2: Public Engagement	\$28,320	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 3: Plaza Schematic Design	\$40,800	\$27,475	\$5,105	\$6,970	\$7,820	\$12,000	\$8,950	\$7,900	\$30,431
Task 4: Russell Street Conceptual Design	\$12,960	\$8,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consultant Total	\$100,341	\$36,235	\$5,105	\$6,970	\$7,820	\$12,000	\$8,950	\$7,900	\$30,431
Total Team Fee	\$215,752								

Exhibit A
Skamania Courthouse Plaza and Upper Russell Street
Design Services
August 22, 2023



Scope Boundary- Upper
Russell Street Concept Plan

Scope Boundary- Courthouse
Plaza Design

54,453 sf

Russell Street

Highway 14

Legend