

# PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Shell Engineering and Consulting, Inc**, 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#



**EXHIBIT A: SCOPE OF WORK**  
**CITY OF STEVENSON**  
**ON-CALL ENGINEERING SERVICES FOR**  
**DEVELOPMENT REVIEW AND ENGINEERING STANDARDS UPDATES**  
*October 2022*

**DESCRIPTION**

The City of Stevenson (City) desires to contract with Shell Engineering and Consulting LLC (Shell) for consulting engineering services on a 3-year master agreement for On-Call Development Review and Engineering Standards Updates.

**CONTRACT DURATION:**

Contract term shall be from the date contract is fully executed until December 31, 2025.

**SCOPE OF WORK**

**TASK 1 Contract Administration**

Development and management of project scope and budget.  
Preparation of monthly progress reports and invoices.

***Task 1 Deliverables:***

Project scope and fee.  
Monthly invoices with activity reports.

**TASK 2.1 On-Call Development Review**

This task includes reviewing pre-application submittals, attending pre-application conferences, attending in-field project site reviews, conducting engineering reviews of developers' plans and reports for conformance with city codes, providing recommended comments to City, attending pre-construction conferences, assisting with walk-through inspections of developer's constructed improvements, performing final reviews of as-builts, and recommending acceptance or rejection of developer-constructed improvements.

**TASK 2.2 On-Call Engineering Assistance**

Provide engineering assistance on an interim basis while the City's Public Works Director is on maternity leave.

***Task 2 Deliverables:***

- Participation in meetings with engineers, developers and contractors.
- Memorandums with recommended comments on development applications and developer-submitted engineering plans and reports.
- Memorandums of recommended final acceptance or rejection of developers' constructed improvements.

**Task 2 Assumptions:**

- An average of 3 hours per week will be required to complete Task 2.1.
- Construction inspection is not included.
- The not-to-exceed limit for Task 2.1 is for the first year only. Contract amendments with revised not-to-exceed limits will be administered for subsequent years.
- For Task 2.2, six (6) hours per week is provided between December 1, 2022, and February 28, 2023.

**TASK 3 Engineering Standards Update**

This task includes oversight and project management to provide updates to the City's Engineering Design Standards (Volume 1), Construction Standards (Volume 2), Erosion Control Standards (Volume 3), and Standard Plans (also called Standard Details).

**3.1 Existing Standards Review**

- Work with the City and Bell Design Co. (Bell) to establish a Work Plan for the Standards update.
- Review and redline current Engineering Standards.
- Cross-reference review comments provided by Bell.

**3.2 Reference Standards from Other Agencies**

- Work with the City and Bell to identify approximately five (5) potential agencies whose standards can be used as reference standards.
- Compile, review and select approximately three (3) reference standards from other Agencies.

**3.3 Stakeholder Committee**

- Work with City and Bell to assemble and coordinate a Stakeholder Committee. The Stakeholder Committee may include City staff, developers, engineers, contractors, fire district, and other agencies.

**3.4 Draft and Final Standards**

- Coordinate with Bell to prepare standards updates.
- Facilitate work sessions with stakeholder committee, up to three (3) meetings.
- Provide management oversight to Bell to prepare draft and final standards for City review, planning commission review, and adoption by City Council.

**3.5 Standard Plans (Details) Update**

- Review existing standard plans with Bell and City staff.
- Prepare redline edits to standard plans
- Coordinate with Bell to update standard plans

**Task 3 Deliverables:**

- Work Plan for Engineering Standards updates.
- Stakeholder Committee Meeting Agendas and Notes.
- Draft Engineering Standards for Stakeholder Committee and City review.
- Final Draft Engineering Standards for Planning Commission review.
- Final Design Standards for City Council adoption.
- PowerPoint Presentations to Planning Commission and City Council.



**Task 3 Assumptions:**

- Meetings include:
  - Kick-off meeting
  - Progress/coordination meetings with City, up to three (3)
  - Progress/coordination meetings with Bell, up to three (3)
  - Stakeholder Committee Meetings, up to three (3).
  - Presentations to Planning Commission and City Council, one (1) each.
- Meetings will be held at City office. Half of the meetings will be held via teleconference or virtual meetings.
- Bell will prepare proposed standards updates for review and discussion.
- Adoption by City Council will occur within twelve (12) months.
- The need for open houses will be determined as part of the Work Plan development task. Attendance at open houses will be added by contract amendment, if required.



**SHELL**  
Engineering &  
Consulting LLC

Fee Estimate  
**City of Stevenson**  
On-Call Engineering Services for  
Development Review and Engineering Standards Update  
October 2022

		Shell			Total Cost
		Hours	Labor Cost	Expenses	
		Hourly Rate	\$170.00		
<b>Task 1</b>	<b>Contract Administration</b>				
	Contract Administration	8	\$ 1,360	\$ -	\$ 1,360
	Monthly Invoicing	6	\$ 1,020	\$ 150	\$ 1,170
	<b>Task 1 Subtotal</b>	<b>14</b>	<b>\$ 2,380</b>	<b>\$ 150</b>	<b>\$ 2,530</b>
<b>Task 2</b>	<b>ON-CALL DEVELOPMENT REVIEW</b>				
	Development Review (52 weeks)	156	\$ 26,520	\$ -	\$ 26,520
	Additional Hours 12/1/22 to 2/25/23	72	\$ 12,240	\$ -	\$ 12,240
	Travel to meetings in Stevenson	10	\$ 1,700	\$ 1,000	\$ 2,700
	<b>Task 2 Subtotal</b>	<b>238</b>	<b>\$ 40,460</b>	<b>\$ 1,000</b>	<b>\$ 41,460</b>
<b>Task 3</b>	<b>ENGINEERING STANDARDS UPDATE</b>				
	Develop Work Plan	4	\$ 680	\$ -	\$ 680
	Review and redline existing standards; cross-reference comments from Bell	16	\$ 2,720	\$ -	\$ 2,720
	Compile reference Standards from Other Agencies	8	\$ 1,360	\$ -	\$ 1,360
	Assemble Stakeholder Committee	4	\$ 680	\$ -	\$ 680
	Prepare and facilitate Stakeholder meetings; prepare meeting notes	18	\$ 3,060	\$ -	\$ 3,060
	Review draft updates; coordinate with City and Bell,	20	\$ 3,400	\$ -	\$ 3,400
	Planning Commission and City Council presentations	12	\$ 2,040	\$ -	\$ 2,040
	Standard Plans Updates	20	\$ 3,400	\$ -	\$ 3,400
	Travel to meetings in Stevenson	10	\$ 1,700	\$ 1,000	\$ 2,700
	<b>TASK 3 Subtotal</b>	<b>112</b>	<b>\$ 19,040</b>	<b>\$ 1,000</b>	<b>\$ 20,040</b>
	<b>PROJECT TOTAL</b>	<b>364</b>	<b>\$ 61,880</b>	<b>\$ 2,150</b>	<b>\$ 64,030</b>

Billing rates are updated annually September 1.  
Vehicle mileage will be billed at the federal rate.