

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 THE WATERSHED COMPANY, 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 "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 June 30, 2023** 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#

ATTACHMENT A

CITY OF STEVENSON INTEGRATED SHORELINE ACCESS & TRAILS PLAN

SCOPE OF WORK

Task 1 - Public Access and Trail Planning

- 1.1 Project Kick-off and Coordination.** At the start of this project, The Watershed Company will have a conference call kick-off meeting with City staff to define the scope of work consistent with Ecology's grant requirements, review/refine objectives, agree on initial tasks and timeline and coordinate on known resources to be delivered to the project team. The Watershed Company will follow up with a project schedule for both outreach and deliverables from the team.
- 1.2 Develop Public Participation Plan.** The Watershed Company will consult with City staff to develop a Public Participation Plan and schedule outlining outreach methods and providing opportunities for public involvement during integrated shoreline access and trails plan development and adoption.
- 1.3 Site Inventory, Analysis, and Permit Feasibility Review.** The Watershed Company will complete an inventory and assessment of public access opportunities and constraints, including environmental constraints, existing shoreline property ownership (public versus private), and existing public access sites (improved versus unimproved), utilizing existing available reports and GIS data (e.g. City's Shoreline Inventory and Characterization Report). The Watershed Company will review local, state, and federal permitting implications as well as considering tribal concerns and comments regarding cultural resources along the shoreline.
- 1.4 Trail Cost Estimates and Conceptual Design Alternatives.** The Watershed Company will help prepare graphics to support public outreach efforts (See Task 3), including conceptual design images indicating areas more suitable for routes. The anticipated level of effort for this task will be outlined during the kick-off meeting (Task 1.1).
- 1.5 Plan Development.** The Watershed Company will prepare the Integrated Shoreline Access & Trail Plan with City and stakeholder input. Plan elements will include an inventory of existing public access and trails, known site-sensitive information utilizing publicly available sources, a description of recommended projects for implementation and general cost implications, a public involvement summary, and an appendix providing the draft regulatory SMP amendment(s). Amendments to additional City policies and regulations (if needed), including but not limited to the City's zoning code and comprehensive plan will be City staff responsibility. This effort is limited to one preliminary draft document City staff review, one Planning Commission draft, and one final document for City Council.

Task 2 - SMP Amendment

- 2.1 Draft SMP Amendments and Rationale.** The Watershed Company will utilize findings under Task 1 to draft SMP amendments to the City's Shoreline Master Program.

Task 3 – Public Involvement

Public outreach elements are generally described below and may be refined based upon the outcome of the project kick-off meeting and development and implementation of the public participation plan.

3.1 Solicit Community Feedback via Survey. The Watershed Company may use an online community survey to solicit feedback on trail concepts, community needs and interests regarding this effort.

3.2 Pre-Design Meeting/ Public Meetings. The Watershed Company anticipates facilitating two public in-person meetings (charrettes) to engage stakeholders and interested parties. Prior to these public events, Watershed staff will walk-through pre-selected sites with City operations and maintenance staff and internal project stakeholders to go over what is and is not working with the City’s current trail network.

Public meetings will center around citizens and stakeholder feedback. The City will handle all meeting logistics and coordination, including publishing of outreach materials, mailing, and public noticing. The first meeting is anticipated to gather early input on local concerns and feedback regarding initial findings. A second public meeting will likely include an overview of potential high-level concepts, including but not limited to trail alignments and amenities. These concepts will help further discussion and allow the public to actively comment and interact with potential concepts and alternatives.

Tribal coordination meetings (two maximum) will be part of this task, conducted virtually by Zoom or phone.

3.3 Planning Commission Meetings (2). Members of The Watershed Company will attend up to two (2) planning commission meetings. If in-person attendance is requested, the planning commission meetings will occur after each charrette (discussed above). Otherwise, planning commission meetings will be attended virtually. The Watershed Company will provide assistance at Planning Commission meetings, presenting our findings and recommendations, reviewing draft code amendments and trails plan documentation, and answering technical questions.

3.4 City Council Meeting. The Watershed Company will review public input and Planning Commission comments and recommendations throughout the process and finalize and prepare responses to public comment, as necessary. This assumes only minimal public comments are received. The Watershed Company will attend one City Council meeting (work session or adoption) virtually.

Assumptions

1. *This is based on these general tasks, though the final scope will be defined at kick-off.*
2. *Appraisals are limited to a total dollar figure of \$10,000, not necessarily guaranteeing a full appraisal of all necessary properties in this effort to complete a full analysis of properties within shoreline jurisdiction.*
 - a. *The purpose of this Appraisal Report(s) is to provide possibly both an opinion of the “As-Is” market value of the subject property, or the “Hypothetical” value of a partial taking based on specifications provided by the City. The value indication “As-Is” reflects the state of the property in the condition observed upon inspection. This is also how the site physically and legally exists without hypothetical conditions, special assumptions, or qualifications as of the effective date the appraisal is prepared. The reliance on this hypothetical condition may affect the assignment results, (USPAP Standard 2 (xv)).*

- b. We will rely on the City and/or their agents to provide appropriate financial records, lease documents, maintenance records, and recent purchase cost/construction information, as appropriate. Public records alone may not suffice to identify special sale or market conditions or other problems with a particular transaction. The report will not take into consideration of any environmental issues that may or may not be present, outside planning level publicly available GIS information garnered under Task 1.3.*
- 3. No pre-engineering is included as part of this planning effort. The Watershed Company is not responsible for vetting this project from a geotechnical, structural, or civil engineering perspective.*
- 4. The Watershed Company makes no guarantees the Integrated Shoreline Public Access and Trails Plan planning-level effort will be adopted by City Council.*
- 5. Environmental constraint review will be limited to planning-level publicly available GIS information. This effort will not include site visit(s) to vet planning-level environmental constraint data.*
- 6. Assumes City will complete a SEPA checklist and separate threshold determination, as required, for future RCO grant funding consideration.*

ATTACHMENT B

CITY OF STEVENSON | INTEGRATED SHORELINE ACCESS & TRAILS PLAN

COMPENSATION

Task #	Task	Total Hours	Total Cost
Task 1: Public Access and Trail Planning			\$34,700
1.1	Kick-off meeting, Project Coordination and Mgt	20	\$2,830
1.2	Public Participation Plan	13	\$2,010
1.3	Site Inventory Analysis	52	\$8,300
1.4	Trail Cost Estimates and Conceptual Design Alternatives	85	\$13,820
1.5	Plan Development (draft and final document)	52	\$7,740
Task 2: SMP Amendment			\$2,520
2.1	Draft Amendment and Rationale	16	\$2,520
Task 3: Local Adoption Process			\$24,780
3.1	Solicit Community Feedback via Survey	8	\$1,040
3.2	Pre-Design and Public Meetings*	112	\$19,260
3.3	Attend Planning Commission Meetings	18	\$3,190
3.4	Attend (1) City Council meeting virtually	12	\$2,261
Appraisal Sub			\$10,000
Total			\$72,000

*Includes travel and paper production expenses, as necessary

Hourly Rates Effective September 2022*

Dan Nickel, MSc	Environmental Engineer	\$210
Hugh Mortensen, PWS	Senior Ecologist	\$210
J. Kenny Booth, AICP	Senior Planner	\$210
Al Wald, LHg	Senior Hydrogeologist	\$190
Amber Mikluscak Champoux, PLA, GISP	Senior Landscape Architect/GIS Manager	\$180
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$170
Nell Lund, PWS	Ecologist	\$170
Ryan Kahlo, PWS	Ecologist	\$170
Mark Daniel, AICP	Associate Planner/GIS Specialist	\$170
Marina French, PLA	Landscape Architect	\$160
Kim Frappier	Environmental Planner/Arborist	\$155
Clover McIngalls, PWS	Environmental Planner	\$150
Peter Heltzel	Fisheries Biologist	\$150
Heather Rogers	Planner/Geomorphologist	\$150
Leila Willoughby-Oakes	Associate Planner	\$145
Katy Crandall	Ecologist/Arborist	\$145
Kyle Braun	Landscape Architect/Arborist	\$140
April Mulcahy	Ecological Designer/Arborist	\$135
Roen Hohlfeld	Landscape Designer/Ecologist	\$135
Dawn Spilsbury	GIS Analyst / FAA Licensed Drone Pilot	\$130
Alex Capron, AICP	Planner/GIS Specialist	\$140
Sam E. Payne	Ecologist	\$125
Grayson Morris	Landscape Designer	\$120
Amanda Fleischman	Landscape Designer	\$118
Fern Huynh	Landscape Designer	\$117
Nathan Burroughs	GIS Analyst/Environmental Scientist	\$115
Grace Brennan	Ecologist	\$115
Bri Hines	Environmental Planner	\$115
David Jackson	Environmental Planner	\$115
Devin Melville	Environmental Planner	\$113
Hui Cao	Landscape Designer	\$112
Betsy Mann	Marketing Manager	\$110
Debra Klein	Accountant	\$110
Brooke Taylor	Project Administrator	\$110
Lexi Ochoa	Arborist	\$110
Drew Foster	Arborist	\$110
Angela R. Mele	Interpretive Planner	\$105
Sage Presster	Ecologist	\$105
Justin Kay	Ecologist	\$100
Laura Keil	Landscape Designer	\$100
Jesse Rogers	Arborist	\$90
Anna Tono	Marketing Coordinator	\$75

Exhibit B – Budget and Fees
City of Stevenson
Integrated Shoreline Access & Trails Plan

*Rates for 2022 only; escalator clause for cost of living may apply in future years

Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society

PE = Professional Engineer

EIT = Engineer In Training

GIS = Geographic Information System

PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists

PLA = State of Washington Professional Landscape Architect

AICP = American Institute of Certified Planners

MSc = Master of Science degree

MLA = Master of Landscape Architecture

GISP = GIS Professional

Direct Costs:

<u>Auto Mileage</u> Maximum standard rate allowable by IRS	
<u>Reproduction:</u>	
<u>Black & White Printing</u>	<u>Rate per Page</u>
8 1/2 x 11	\$0.10
11 x 17	\$0.20
12 x 18	\$0.30
<u>Color Printing</u>	<u>Rate per Page</u>
8 1/2 x 11	\$1.00
11 x 17	\$2.00
12 x 18	\$2.50
	<u>Plotting</u>
	<u>Rate per SF</u>
	B&W Bond \$1.05
	Color Bond \$1.18
	B&W Glossy \$12.18
	Color Glossy \$13.76
Outside Reproduction	At cost
Electrofishing Equipment Fee	\$100.00/day
Trimble Geo XH - GPS Equipment Fee	\$190.00/day
Panasonic FZ-G1	\$130.00/day
Solomat Water Quality Testing Equipment Fee	\$50.00/day
YSI Salinity pH Meter	\$50.00/day
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.
Other Direct Costs at Cost	