

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this 18th day of November, **2021**, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Wallis Engineering, PLLC**, hereinafter referred to as the "Contractor."

IN CONSIDERATION of the mutual promises, agreements, and covenants contained herein, it is hereby agreed, by and between the parties, as follows:

SECTION I Nature and Scope of Work

Contractor will perform services as set forth in the attached Exhibit "A." Contractor shall make oral reports, and prepare and submit written reports, in such form and frequency as required by CITY.

SECTION II Payment for Services & Expense Reimbursement

A. PAYMENT

Contractor shall be paid by CITY, for the work to be performed hereunder, as set forth in the attached Exhibit "A." 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, 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.

O. DEPARTMENT OF ECOLOGY REQUIREMENTS

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

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this contract at Stevenson, Washington, this _____ day of _____, 20_____.

CITY OF STEVENSON

CONTRACTOR

By: _____
Scott Anderson, Mayor

By: _____
Jane Vail, PE
Principal Engineer

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

Approved as to form

Kenneth B Woodrich,
City Attorney

360-695-7041
Telephone Number

91-1944973
Federal Tax ID Number

601-823-546
UBI#

PROJECT BACKGROUND

The City of Stevenson Wastewater Treatment Plant (WWTP) is in need of upgrades to replace deficient equipment and provide additional capacity. The City retained Wallis Engineering to design Phase I and II improvements. These include the following:

- Replacement of existing headworks facility with new structure and equipment
- New aeration basin, anoxic selector basin, and blower building
- Disinfection upgrades consisting of new UV channel and modifications to existing channel
- Laboratory building remodel
- Flood protection measures
- Electrical system improvements including new service, standby generator, motor control centers, and lighting
- SCADA system replacement
- Minor improvements to site, non-potable water, stormwater conveyance, and flood protection measures.

The City also retained Wallis Engineering to design the Main D sewer extension project. This project includes installation of 9,000 linear feet of 8-inch diameter sewer main, laterals and manholes, on East Loop Road and Frank Johns Road.

The WWTP and Main D Extension project recently received funding from a Clean Water State Revolving Fund loan administered by Department of Ecology (DOE) for grant and loan administration, project construction, and construction management and inspection.

GENERAL SCOPE OF PROJECT

Wallis Engineering will assist the City with project and funding administration, bid and construction phase services for the WWTP Improvements Phases I and II, and the Main D Extension projects. This scope of work consists of the following tasks:

- Task 1: Project Management and Administration
- Task 2: Bid Phase Services – WWTP Improvements
- Task 3: Bid Phase Assistance - Main D Extension
- Task 4: Construction Quality Assurance Plan
- Task 5: Construction Management and Engineering– WWTP Improvements
- Task 6: Construction Management and Engineering – Main D Extension
- Task 7: SCADA Programming

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2023.

PROJECT TEAM

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

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Project Management Construction Management, Engineering, and Inspection
Esvelt Engineering (EE)	Construction Engineering
Industrial Systems (IS)	Electrical and Systems Engineering, Programming
LSB Consulting Engineers (LSB)	Structural Engineering and Observation Services
B2B Architecture (B2B)	Architectural Engineering and Observation Services
Kartchner Mechanical (Kartchner)	Mechanical Engineering and Observation Services
Geotechnical Resources Inc. (GRI)	Geotechnical Engineering and Observation Services
Archaeological Investigations Northwest (AINW)	Cultural Resources Construction Monitoring
Columbia West Engineering (CWE)	Special Inspections

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

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

Task 1.1 Project Management and Coordination

Wallis will provide project management, schedule, coordination, and direction to the City staff and the bidding and construction phase services team to ensure the scope, schedule and budget are met. We will also provide loan assistance and documentation needed to support the City's DOE loan.

We will provide a point contact person for the City while coordinating with the project team. We will schedule and participate in monthly or as-needed coordination conference calls with the City Project Manager and other staff at their request.

Our project manager will maintain a comprehensive Microsoft Project schedule with individual task milestones, task duration, and responsibilities of subconsultants and City staff, agencies, and utilities.

Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status, schedule status, and brief summary of work completed along with any upcoming scope, schedule or budget concerns. Billings will include staff, title, hourly rate, and hours charged to the project.

Task 1.2 *Public Engagement Assistance*

Wallis will provide up to 15 hours of assistance with public engagement activities. This work may include attendance at Council meetings, assistance with website updates, production of public engagement materials for City distribution, and construction open house activities.

Task 1 Assumptions:

- Project management will be provided from bidding, through construction, until startup is complete and the plant is fully operational.
- Bidding and construction are assumed to extend from December 2021 through July 2023
- Start-up and commissioning are assumed to be complete by December 2023

Task 1 Deliverables:

- Scope of Work and Not-to-Exceed Fee Estimate
- Monthly progress reports
- Project Schedule and Schedule Updates

TASK 2 BID PHASE SERVICES – WWTP IMPROVEMENTS

Objective: Assist the City to obtain and evaluate bids for the WWTP Phase I project.

Task 2.1 *Bid Documents*

The design team will prepare bid-ready contract documents that reflect updated regulatory and funding requirements preparatory to bidding, including an updated geotechnical report to better inform bidders. GRI will revise the geotechnical report to include additional laboratory sieve analyses on soil samples and more recently-recorded onsite piezometer data.

Task 2.2 *Bid Advertisement*

Wallis will complete bid advertisement for the City, publishing in the City's paper of record (the Skamania Pioneer), the DJC.

Task 2.3 *Bidding Assistance*

Wallis will conduct a pre-bid meeting, including a site tour and observation of a test pit excavation. Wallis will respond to bidder questions received during the bidding period, and document questions and answers on a log. We will also prepare addenda as needed and distribute addenda to planholders.

Wallis will assist the City with bid opening. We will evaluate bid results, prepare bid tabulation, coordinate with DOE, and prepare a Recommendation of Award.

Task 2 Assumptions:

- Contractor plan distribution will be administered through ABADAN online plan center.
- All addenda will be issued through the online plan center.
- City will host the bid opening; Wallis Engineering will attend the bid opening.
- City will conduct test pit excavation, dewatering, and backfill

- Phase I WWTP Improvements will be bid in December of 2021.

Task 2 Deliverables:

- Bid Documents
- Bid Advertisement
- Pre-Bid Meeting Agenda and Minutes
- Log of Bidder Questions and Answers
- Addenda, as needed
- Bid Tabulation
- Recommendation of Award

TASK 3 BID PHASE SERVICES – MAIN D EXTENSION

Objective: Assist the City to obtain and evaluate bids for the Main D Extension project.

Task 3.1 Bidding Assistance

Wallis will provide bid phase assistance for the Main D Extension project. We will prepare updated bid documents reflecting funding requirements. We will distribute these documents and an electronic Invitation to Bid, manage a web-based bidding platform for the project, and publish the bid advertisement in the City’s paper of record, the DJC. We will answer bidder questions and issue addenda and clarifications as needed. Wallis will attend the bid opening, review the bids, prepare bid tabulation, coordinate with DOE, and prepare a Recommendation of Award.

Task 3 Assumptions:

- Contractor plan distribution will be administered through the ABADAN online plan center.
- All addenda will be issued through the online plan center.
- City will host the bid opening; Wallis Engineering will attend the bid opening.
- Main D Extension will be bid in spring of 2022.

Task 3 Deliverables:

- Bid Documents
- Bid Advertisement
- Log of Bidder Questions and Answers
- Addenda, as needed
- Bid Tabulation
- Recommendation of Award

TASK 4 CONSTRUCTION QUALITY ASSURANCE PLAN

Objective: Ensure adequate and competent oversight of all construction activities funded by Department of Ecology and described within this scope of work.

Task 4.1 Construction Quality Assurance Plan

We will prepare a Quality Assurance Plan in accordance with WAC 173-240-075, and submit it to the City and to Department of Ecology for review. This document will be shared with all construction team members, and implementation will be overseen by the Construction Manager.

Task 4 Assumptions:

- City review of the Quality Assurance Plan will be a period of no more than two weeks

Task 4 Deliverable:

- Construction Quality Assurance Plan

TASK 5 CONSTRUCTION MANAGEMENT AND ENGINEERING – WWTP IMPROVEMENTS

Objective: Provide construction management, administration, engineering, and inspection services throughout the duration of construction of the WWTP Improvements

Task 5.1 Conformed Drawings

The design team will prepare conformed drawings reflecting changes determined during the bidding process through issued addenda.

Task 5.2 Construction Administration

Wallis will provide construction administration services to the City for the duration of construction, coordinating and managing construction documentation needs with the Contractor to meet Department of Ecology requirements. We will maintain a regularly-updated digital copy of all construction documentation on a project sharefolder for access and review by the City. We anticipate construction administration to include the following work items:

- Monthly project reports for submittal to DOE
- Organization and preparation of monthly funding outlay reports
- Contractor weekly certified payroll reviews
- Contractor wage interviews for Davis-Bacon wage compliance verification

Task 5.3 Construction Management and Engineering

Wallis will provide construction management and engineering services to the City for the duration of construction. We will provide a designated construction manager who will serve as the primary point of contact with the Contractor and the City. This scope of work is based on an 18-month construction period. Construction management and engineering is anticipated to include the following:

Precon and Weekly Construction Meetings

Wallis will conduct a pre-construction meeting with City staff, the Contractor, project design team subconsultants (as needed), DOE representatives, and representatives of the utility companies. At this meeting, we will effectively communicate the requirements associated with the funding and regulatory agencies, and those areas of the project which will require special attention during construction.

In addition to the pre-con, Wallis will attend weekly construction meetings to discuss the Contractor's progress and schedule, materials, and other issues of note. A total of 70 meetings are budgeted for this task.

Submittal Review

We will provide submittal review for all construction submittals throughout the project. Our construction manager will distribute submittals to the relevant design engineer for submittal review, and will distribute

submittal reviews to the Contractor following comment. We will prepare and manage a submittal log recording activities for all submittals.

Requests for Information

The design team will respond to Contractor Requests for Information (RFIs), and log questions and answers in an RFI log.

Field Changes and Change Orders

Wallis will coordinate field design changes with City Staff and the Contractor as needed to address changed onsite conditions which conflict with the plans and/or specifications.

On an as-needed basis, Wallis will review, negotiate, initiate and process contract change orders. We will coordinate with the Contractor to provide the required documentation to justify all change orders in accordance with DOE requirements.

Progress Payments

Progress payments will be processed according to the schedule agreed upon during the precon, no more frequently than once a month. We will review and prepare construction pay estimates for submittal to the City, and coordinate review and preparation with the Contractor (and DOE as needed).

Task 5.4 Construction Observation and Inspection

Wallis will provide construction observation and inspections in order to confirm that the work is proceeding in accordance with the contract documents. They will also assist with quality assurance for specialty work items. This task will include construction observation, structural observation, and special inspections.

Construction Observation

Wallis will provide a construction inspector (or inspectors, depending on the Contractor's phasing) for the duration of construction activities. The scope of work for this task assumes one part-time senior inspector, and one full-time EIT inspector for a period of 18-months. The inspector will provide Inspector's Daily Reports (IDRs) for each site visit, take in-progress digital construction photographs during the project, and track materials quantity and quality tracking as approved materials are installed.

Additionally, construction observation will be provided by subconsultants as follows:

- Industrial Systems will complete up to three (3) site visits and observations for work in progress.
- Kartchner Engineering will complete up to two (2) site visits to monitor and observe work as needed.
- LSB Consulting Engineers will complete up to three (3) site visits to monitor construction progress. During site visits they will also complete structural observations, as required by structural and building code, and to provide quality control.
- B2B will complete one site visit mid-construction to observe construction progress and help ensure compliance with contract documents. They will also make a final inspection visit for the punch list.
- GRI will complete up to three (3) site visits as requested to document the soil and groundwater conditions encountered during construction, and to evaluate subgrade.

Special Inspections

CWE will complete special inspections, as required by structural and building code and in order to provide quality control. The schedule for these inspections will depend on the nature of the Contractor's phasing; a conservative number of site visits has been assumed, but will likely not be needed. The scope of special inspections includes concrete testing and inspection for the aeration basin and headworks footings and structures, masonry testing for the blower building, welding and bolting inspections, and inspections for post installed anchors. CWE will also complete laboratory testing for concrete compressive strength, grout prism, and CMU prism tests.

Factory Testing

Industrial Systems will visit the factory to witness control panel testing, for quality control purposes.

Task 5.5 Cultural Resources Monitoring

In order to meet the City's agreement with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), AINW will provide construction monitoring as required by the monitoring and inadvertent discovery plan (MIDP), and as made necessary should artifacts be encountered. AINW will also provide periodic updates to the Tribes and DAHP.

They will revise the existing monitoring and inadvertent discovery plan (MIDP) to reflect the current project, and coordinate with the project team to ensure monitoring meets the revised MIDP.

AINW will complete construction monitoring for the project. Monitoring time includes photo documentation, preparation of field notes, travel time, coordination, scheduling, and periodic updates to the City and Tribes. Once field monitoring is complete, AINW will prepare a summary report of monitoring. The report will present a discussion on field activities and findings, and will include a map of the areas monitored, as well as supporting photos.

Task 5.6 Substantial Completion and Final Inspection

After the Contractor states that the facility is ready, our team will complete inspection to determine if the project is substantially complete. We will provide a written punch-list to the Contractor of items observed to require correction or completion.

Following substantial completion, our team will begin closeout of the project. We will receive and process contract closeout documentation from the Contractor, collect all specified guarantees and warranties, verify receipt of manuals, and review and recommend the processing of final payments.

Task 5.7 Record Drawings

Our team will complete record drawings based on Contractor asbuilts, Inspector plan markups and the Contractor's final survey.

Task 5 Assumptions:

- Construction administration completed in accordance with funding agency (DOE) requirements
- The WWTP will be constructed between February 2022 and July 2023.
- City will not be providing any inspection services; if the City has time to inspect, our hours will be reduced accordingly.
- Construction surveying, material and density testing will be completed by an independent testing firm hired by the Contractor

- No environmental monitoring is required.
- Construction monitoring includes up to 28 field days that will be 8-hour days onsite.
- There will be no cultural resource discoveries; should discoveries occur, additional monitoring and reporting time will be required and a supplemental agreement will be required.

Task 5 Deliverables:

- Conformed Drawing Set
- Submittal log and submittal review comments
- Requests for Information
- Inspection Daily Reports for all construction inspection site visits including summary of daily work items, bid item unit quantities completed, traffic control measures in place, materials and equipment utilized, completed materials testing, out of scope work records, summaries of Contractor coordination and any other items of note as observed onsite
- Construction photographs
- Construction pay estimates
- Field Changes
- Change order documentation
- Construction monitoring summary report
- Up to four construction monitoring email notices to agencies and Tribes
- Record drawings in electronic format, and three full-size hard copies
- Declaration of Construction Completion form

TASK 6 CONSTRUCTION MANAGEMENT AND ENGINEERING – MAIN D EXTENSION

Objective: Provide construction management, administration, engineering, and inspection services throughout the duration of construction of the Main D Extension project.

Task 6.1 Construction Administration, Management, and Engineering

Wallis will provide construction administration, management, and engineering services to the City for the duration of construction.

Construction Administration

Wallis will coordinate and manage construction documentation needs with the Contractor to meet Department of Ecology requirements. We will maintain a regularly-updated digital copy of all construction documentation on a project sharefolder for access and review by the City. We anticipate construction administration to include the following work items:

- Monthly project reports for submittal to DOE
- Organization and preparation of monthly funding outlay reports
- Contractor weekly certified payroll reviews
- Contractor wage interviews for Davis-Bacon wage compliance verification

Wallis will also provide construction management and engineering services to the City for the duration of construction. We will provide a designated construction manager who will serve as the primary point of contact with the Contractor and the City. This scope of work is based on a construction period of 50 working days. Construction management and engineering is anticipated to include the following:

Precon and Weekly Construction Meetings

Wallis will conduct a pre-construction meeting with City staff, the Contractor, project design team subconsultants (as needed), DOE representatives, and representatives of the utility companies. At this meeting, we will effectively communicate the requirements associated with the funding and regulatory agencies, and those areas of the project which will require special attention during construction.

Wallis will attend weekly construction meetings to discuss the Contractor's progress and schedule, materials, and other issues of note. A total of 10 meetings are budgeted for this task.

Submittal Review

We will provide submittal review for all construction submittals throughout the project. Our construction manager will distribute submittals to the relevant design engineer for submittal review, and will distribute submittal reviews to the Contractor following comment. We will prepare and manage a submittal log recording activities for all submittals.

Field Changes and Change Orders

Wallis will coordinate field design changes with City Staff and the Contractor as needed to address changed onsite conditions which conflict with the plans and/or specifications. On an as-needed basis, Wallis will review, negotiate, initiate and process contract change orders. We will coordinate with the Contractor to provide the required documentation to justify all change orders in accordance with DOE requirements.

Progress Payments

We will review and prepare construction pay estimates for submittal to the City, and coordinate review and preparation with the Contractor. A total of three progress payments are anticipated.

Task 6.2 Construction Observation and Inspection

Wallis will provide construction observation and inspections in order to confirm that the work is proceeding in accordance with the contract documents.

The scope of work for this task assumes one full-time EIT inspector for a period of 50 working days. The inspector will provide Inspector's Daily Reports (IDRs) for each site visit, take in-progress digital construction photographs during the project, and track materials quantity and quality tracking as approved materials are installed.

We will also complete final inspections.

Task 6.3 Record Drawings

Our team will complete record drawings based on Contractor asbuilts, Inspector plan markups and the Contractor's final survey.

Task 6 Assumptions:

- Construction phase will extend no greater than fifty (50) working days

Task 6 Deliverables:

- Conformed Drawing Set
- Submittal log and submittal review comments
- Requests for Information
- Inspection Daily Reports for all construction inspection site visits including summary of daily work items, bid item unit quantities completed, traffic control measures in place, materials and equipment utilized, completed materials testing, out of scope work records, summaries of Contractor coordination and any other items of note as observed onsite
- Construction photographs
- Construction pay estimates
- Field Changes
- Change order documentation
- Record drawings in electronic format, and three full-size hard copies
- Declaration of Construction Completion form

TASK 7 SCADA PROGRAMMING

Objective: Write PLC logic for controlling all WWTP processes, including existing areas, programming a complete Wonderware HMI system, programming automatic reports, alarming and data trending.

Task 7.1 Programming

Industrial Systems will write PLC logic for Wonderware graphical screens, creating and organizing screens in such a way that allows operational staff to easily monitor and control the plant. Pop up control screens will be used for smaller process information, such as adjusting control setpoints or viewing motor control settings. Screens will include: System Overview, Fairgrounds Pump Station, Rock Creek Pump Station, Plant Drain Pump Station, Headworks, Aeration Basin #1, Aeration Basin #2, ML Recycle Pumps, Clarifiers, RAS/WAS, Digester, UV And Effluent, Alarm History, and Trending.

Industrial Systems will complete PLC programming for all areas of the plant that are tied into the control system. The existing plant PLC will be replaced. Its logic will be reviewed, but most control strategies will be updated for the new plant processes and up to current standards. Programming will be completed for the plant drain system, influent and headworks, aeration blowers and basins, ML recycle pumps, RAS/WAS pump station, clarifiers, UV system, effluent, and utility water pumps.

Industrial Systems will complete automatic and manual reporting using XLReporter. Reports will include influent flow totals, effluent flow totals, and any additional data determined during discussions with the design team.

Industrial Systems will complete alarming. Standard Wonderware alarming will be completed, with alarms visible from the Wonderware workstations and control panel screens. Alarming will also include emergency phone dial-out alarming with TopView.

Industrial Systems will configure trends and data logging. A list of data tags will be discussed and agreed upon during this task, including the log intervals for all identified values. Flows, pH, DO, and other data logged will be determined during functional description development.

Task 7 Assumptions:

- SCADA hardware and software will be provided by the Contractor
- Control panels and instrumentation will be provided and tested by the Contractor
- Software and hardware will be as shown in the improvements design

Task 7 Deliverables:

- Preliminary and Final Graphical SCADA screens
- Alarm List
- HMI and PLC programming for plant
- Functional descriptions for O&M Manual

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		AE	PE4	SE2	SE1	I2	T3	A6	A4	Wallis Labor	Expenses	Subconsultants	Ind. Sys	LSB	B2B	Kartchner	GRI	AINW	CWE	Total
		\$157.47	\$147.83	\$109.26	\$106.05	\$114.62	\$119.98	\$115.69	\$97.48			EEE								Cost
Task 1	Project Management and Administration																			
1.1	Project Management and Coordination	56						12	18	\$ 11,961.24										\$ 11,961.24
1.2	Public Engagement Assistance	15								\$ 2,362.05										\$ 2,362.05
	TASK 1 SUBTOTAL	71	0	0	0	0	0	12	18	\$ 14,323.29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,323.29
Task 2	Bid Phase Services – WWTP Improvements																			
2.1	Bid Documents	2	8	12						\$ 2,808.70		\$ 8,400.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 200.00				\$ 14,008.70
2.2	Bid Advertisement	4	2						12	\$ 2,095.30										\$ 2,095.30
2.3	Bidding Assistance		12				8		24	\$ 5,073.32		\$ 3,600.00	\$ 3,300.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00			\$ 18,473.32
	TASK 2 SUBTOTAL	6	22	12	0	0	8	0	36	\$ 9,977.32	\$ -	\$ 12,000.00	\$ 3,900.00	\$ 3,000.00	\$ 3,000.00	\$ 700.00	\$ 2,000.00	\$ -	\$ -	\$ 34,577.32
Task 3	Bid Phase Services – Main D Extension																			
3.1	Bidding Assistance	2	4	4			4		8	\$ 2,603.06										\$ 2,603.06
	TASK 3 SUBTOTAL	2	4	4	0	0	4	0	8	\$ 2,603.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,603.06
Task 4	Construction Quality Assurance Plan																			
4.1	Construction Quality Assurance Plan	12	4						8	\$ 3,260.80	\$ -	\$ 2,400.00								\$ 5,660.80
	TASK 4 SUBTOTAL	12	4	0	0	0	0	0	8	\$ 3,260.80	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,660.80
Task 5	Construction Management and Engineering – WWTP Improvements																			
5.1	Conformed Drawings									\$ -		\$ 2,400.00	\$ 3,830.00	\$ 2,000.00	\$ 2,000.00	\$ 400.00				\$ 10,630.00
5.2	Construction Administration	48		24					140	\$ 23,828.00		\$ 6,000.00	\$ 8,180.00							\$ 38,008.00
5.3	Construction Management and Engineering	80	50	104	0	0	0	0	4	\$ 31,742.06	\$ -	\$ 60,000.00	\$ 27,680.00	\$ 20,000.00	\$ 7,000.00	\$ 1,400.00	\$ 5,000.00	\$ -	\$ -	\$ 152,822.06
5.4	Construction Observation and Inspection	0	64	3,000	0	1,000	0	0	0	\$ 451,861.12	\$ 29,400.00 (M)		\$ 4,800.00		\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 63,615.00	\$ 560,676.12
5.5	Cultural Resources Monitoring	8								\$ 1,259.76								\$ 38,219.33		\$ 39,479.09
5.6	Substantial Completion and Final Inspection		18	24						\$ 5,283.18			\$ 1,200.00		\$ 1,000.00	\$ 1,500.00				\$ 8,983.18
5.7	Record Drawings		2				12			\$ 1,735.42	\$487.00 (P)	\$ 6,000.00	\$ 2,700.00		\$ 2,000.00					\$ 12,922.42
	TASK 5 SUBTOTAL	136	134	3152	0	1000	12	0	144	\$ 515,709.54	\$ 29,887.00	\$ 74,400.00	\$ 48,390.00	\$ 22,000.00	\$ 17,000.00	\$ 6,300.00	\$ 8,000.00	\$ 38,219.33	\$ 63,615.00	\$ 823,520.87
Task 6	Construction Management and Engineering – Main D Extension																			
6.1	Construction Administration, Management and Engineering	40	0	25	0	0	4	0	4	\$ 9,900.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,900.14
6.2	Construction Observation and Inspection			140						\$ 15,296.40										\$ 15,296.40
6.3	Record Drawings	2		8			8			\$ 2,148.86	\$ 25.00 (P)			\$ 5,000.00						\$ 7,173.86
	TASK 6 SUBTOTAL	42	0	173	0	0	12	0	4	\$ 27,345.40	\$ 25.00	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,370.40
Task 7	Scada Programming																			
7.1	Programming									\$ -		\$ 3,600.00	\$ 140,950.00							\$ 144,550.00
	TASK 7 SUBTOTAL	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 3,600.00	\$ 140,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144,550.00
	Project Subtotal	269	164	3,341	0	1,000	36	12	218	\$ 573,219.41	\$ 29,912.00	\$ 92,400.00	\$ 193,240.00	\$ 30,000.00	\$ 20,000.00	\$ 7,000.00	\$ 10,000.00	\$ 38,219.33	\$ 63,615.00	\$ 1,057,605.74

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

FEE SUMMARY	
Wallis Labor	\$ 573,219.41
Wallis Expenses	\$ 29,912.00
(M) = Mileage at current IRS Rate, (P) = Printing	
Subconsultants	
EEE	\$ 92,400.00
Ind. Sys	\$ 193,240.00
LSB	\$ 30,000.00
B2B	\$ 20,000.00
Kartchner	\$ 7,000.00
GRI	\$ 10,000.00
AINW	\$ 38,219.33
CWE	\$ 63,615.00
TOTAL BUDGET	\$ 1,057,605.74



RATE SCHEDULE

Rate Schedule good through December, 31, 2023

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$157.47	\$157.47
Senior Engineer	\$214.25	\$214.25
Engineering Manager I - VI	\$184.25	\$211.03
Project Engineer I - IX	\$127.48	\$178.89
Staff Engineer I - IV	\$106.05	\$125.33
Engineering Intern I - III	\$65.34	\$72.84
Designer	\$124.26	\$149.97
Landscape Architect	\$160.68	\$160.68
Construction Manager	\$139.26	\$139.26
Inspector	\$97.48	\$114.62
Technician I-IV	\$85.70	\$126.40
Administrative I – VI	\$51.42	\$115.69

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.



**WASHINGTON STATE DEPARTMENT OF ECOLOGY
WATER POLLUTION CONTROL REVOLVING FUND**

ENGINEERING SERVICES INSERT

Revised 10/24/14

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

Compliance with State and Local Laws

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

State Interest Exclusion

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

Third Party Beneficiary

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

Cost Basis of Contract

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

Funding Recognition

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

Access to the work site and to records

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

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

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

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

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

recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

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

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

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

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

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

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

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

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

contract is too large for one of these firms to handle individually.

5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.