

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this _____ 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 Maul Foster & Alongi, 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 "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. *Any reuse or modification of any such documents by City, without Contractor's written permission, shall be at City's sole risk, and City agrees to indemnify and hold Contractor harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by City or other acting through City.*

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

CITY and Contractor ("Party" or "Parties") hereby agree to indemnify and hold harmless, *but not defend*, 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.

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

By: _____
_____, its Mayor

Approved as to form

Kenneth B Woodrich,
City Attorney

CONTRACTOR

By: Alistaire Clary

Alistaire Clary

Managing Director

Name & Title

109 E 13th St.

Vancouver, WA 98660

Mailing Address

360-694-2691

Telephone Number

91-1730412

Federal Tax ID Number

601 723 614

UBI#

SCOPE OF WORK – EXHIBIT A

(Describe scope of services or attach proposal)



MFA SCOPE OF WORK

MFA Project No.: 1769.03.02	Work Order No.: 01
Project Name: Columbia Avenue Redevelopment Integrated Planning Grant	
SCOPE OF WORK: MFA will perform the Work indicated below in accordance with the grant agreement between the Client and the Washington State Department of Ecology (Ecology).	
Task 1—Remedial Investigation:	
<ul style="list-style-type: none"> • A Phase II environmental sites assessment (ESA) focusing on the right-of-way surrounding the Hunsaker Oil and Midstate Land Co. site. • Additional sampling on the private properties in the surrounding area. • Prepare cultural resource review materials, inadvertent discovery plan and/or conduct archeological monitoring during ground disturbing activities, if required by Ecology's cultural. 	
Deliverables:	
<ul style="list-style-type: none"> • Phase II ESA report incorporating both right-of-way and private property sampling results 	
Assumptions:	
<ul style="list-style-type: none"> • Sampling on private property is contingent upon the willingness of the owner to participate in grant assessment activities and provide an access agreement. 	
Task 2—Feasibility Study:	
<ul style="list-style-type: none"> • Conduct an analysis of cleanup alternatives, based on the findings of the Phase II ESA, comparing each option's cost, protectiveness, and feasibility to identify a preferred cleanup approach. 	
Deliverables:	
<ul style="list-style-type: none"> • Focused feasibility study 	
Assumptions:	
<ul style="list-style-type: none"> • Up to two virtual coordination meetings with the Client are anticipated. 	
Task 3—Integrated Planning Activities	
Subtask 3.1—Community Engagement:	
<ul style="list-style-type: none"> • Create a public involvement plan that outlines touchpoints and methods of communication with the public and project stakeholders, and key messaging covering the purpose and scope of the grant activities. • Facilitate one community workshop to receive input on the right-of-way design and surrounding development heights and aesthetics. • Draft up to four update emails or project website updates to inform stakeholders about key project milestones. • Up to six coordination calls with surrounding homeowners to communicate assessment needs, sampling results, and next steps. • Up to two presentations to the Client and/or local elected officials. 	
Deliverables:	
<ul style="list-style-type: none"> • Public involvement plan • Up to four draft update emails or project website updates 	

- Community input will be integrated into the right-of-way and site design in Task 3.2

Assumptions:

- Up to two virtual coordination meetings with the Client are anticipated.
- Community workshop is anticipated to take place in person. The Client will be responsible for coordinating the meeting location including marketing the meeting and providing refreshments, if desired. MFA will assist with facilitation of the event.

Subtask 3.2—Right-of-Way Design:

- Conceptual Site Design
 - Prepare up to three conceptual site designs for the right-of-way improvements and surrounding development including a 3D massing model showing the scale of future development.
 - Refine one preferred conceptual site plan based on input from the Client and community members.
- Right-of-Way Engineering Design
 - Prepare a revised right-of-way design to 60 percent design.
 - Stormwater analysis. Preliminary analysis and modeling of proposed stormwater elements: collection, conveyance, treatment, and detention.
 - Grading design. Preliminary grading of the proposed improvements to provide for 1-foot finish-grade contours and an estimate of earthwork quantities.
- Revise previous cost estimates based on update design.

Deliverables:

- Up to three conceptual site designs
- One rendered preferred conceptual site plan
- 60 percent design right-of-way design documents including:
 - Preliminary Stormwater Report
 - Updated opinion of probable construction costs for the right-of-way improvements.

Assumptions:

- Up to two virtual coordination meetings with the Client are anticipated.
- These plans are being prepared for Client review only and do not include time for MFA to submit to any other agency.
- The Client will contract separately with others for professional services, which may include but may not be limited to: geotechnical engineering, archaeological surveying, and a title search.
- No off-site traffic mitigation will be required.
- Electrical design for street lighting will be provided by others.
- Assume that all specifications will be per Client or Washington State Department of Transportation standards.

Exclusions:

- Structural, geotechnical, mechanical, or electrical engineering.
- Design of any off-site street, sanitary sewer, or water facilities.
- Design of retaining walls and structural calculations.
- Design of street lighting.
- Design of traffic signals or appurtenances.
- Design of any natural gas, electric, or telecommunication systems and facilities.

- Payment of any agency application, permit, or plan review fees

Subtask 3.3—Redevelopment Feasibility Study:

- Identify key market assumptions, including local land acquisition costs, and prepare a proforma analysis modeling the feasibility of the redevelopment to inform the Client's acquisition and disposition plan.
- Model the impact of different parking requirements and a shared parking area using a sensitivity analysis
- Model the local tax revenue impacts as a result of redevelopment in the surrounding area.

Deliverable:

- Redevelopment Feasibility Technical Memo

Subtask 3.4—Action Plan

- Prepare an action plan that summarizes the results of the overall planning process as well as next steps for cleanup, realignment, and redevelopment of the surrounding area. This will be the primary reporting deliverable for Ecology.

Deliverable:

- Final action plan.

Assumptions:

- One round of Client review and revisions is anticipated for the final action plan.

SCHEDULE OF WORK: The project work is anticipated to continue throughout the Ecology grant performance period.

MFA will begin work within 21 days of receiving authorization to proceed. This proposal is valid for 60 days.

ESTIMATED COST OF WORK:

Task	Maul Foster & Alongi, Inc.			Subcontractors	Total
	Hours	Labor	Direct		
1.0 Remedial Investigation	532	\$80,000	\$0	\$5,800	\$85,800
2.0 Feasibility Study	110	\$16,700	\$0	\$0	\$16,700
3.1 Community Engagement	113	\$16,600	\$600	\$0	\$17,200
3.2 Right-of-Way Design	267	\$39,600	\$0	\$9,800	\$49,400
3.3 Redevelopment Feasibility Analysis	96	\$16,800	\$0	\$0	\$16,800
3.4 Action Plan	102	\$14,100	\$0	\$0	\$14,100
Total Estimated Cost					\$200,000

This cost estimate does not represent a lump sum. MFA bills on a time and materials basis. MFA may apply money from one task to another to complete the scope of work.

PAYMENT FOR SERVICES & EXPENSE REIMBURSEMENT – EXHIBIT B

(Describe contract amount and terms, or attached proposal. Ensure payment terms are net 30 days or greater)



SCHEDULE OF CHARGES FOR STATE FUNDED PROJECTS

PERSONNEL CHARGES

Principal	\$200 – 250/hour
Senior	\$150 – 210/hour
Project	\$140 – 155/hour
Staff	\$120 – 135/hour
Analyst	\$135 – 145/hour
Technician/Designer	\$100 – 125/hour
Administrative Support	\$95 – 105/hour

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

SUBCONTRACTORS

Charges for subcontractors will be billed at cost plus 15 percent.

EXPENSES

Lodging and Meals will be billed at cost, not to exceed the OFM per diem limits. Receipt documentation will be provided for all direct charges.

All other charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

Printing and photographic reproduction	Rented equipment
Rented vehicles	Shipping charges
Special fees, permits, insurance, etc.	Consumable materials

DIRECT CHARGES

Vehicle per mile will be billed at the current Washington State Office of Financial Management (OFM) Mileage Rate.

Charges for specialized software modeling and equipment are as specified in the scope of work.

Field equipment rates are set forth in the Field Equipment Rate Schedule.

The rates for document production are set forth in the Document Production Rate Schedule.

RATE CHANGES

Schedule of Charges are subject to change without notice.