

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this 19th day of March, 2020, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and **Grayling Engineers**, 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, 2020** 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: _____
Scott Anderson, its Mayor

By: _____

Name & Title

Mailing Address

Approved as to form

Kenneth B Woodrich,
City Attorney

Telephone Number

Federal Tax ID Number

UBI#

EXHIBIT A - SCOPE OF WORK
CITY OF STEVENSON
HEGEWALD WELL TREATMENT IMPROVEMENTS
MARCH 2020

Background

The City of Stevenson owns and operates the City's public water system. The water system is primarily supplied by surface water from three sources which receive treatment at the City's Water Treatment Plant (WTP). In addition to the surface water sources, the City owns a groundwater well known as the Hegewald Well. The well is currently used as a backup supply during periods of peak demand. Use of the well generates customer complaints and is suspected of contributing to elevated copper levels in the distribution system. As a result, the City has avoided continuous use of this source.

Water quality testing of the well shows that the groundwater pH is lower than that of the surface water. In addition, recent testing has shown iron levels above the Secondary Maximum Contaminant Level (SMCL). More frequent use of the well is likely to increase the potential for corrosion as well as deposition of iron in the distribution system as this contaminant reacts with the chlorine and precipitates out of solution. The City desires to use the well more frequently and therefore is pursuing adding treatment to adjust the water quality parameters of the well. In addition to pH treatment, the well may require treatment for iron.

Scope of Work

Grayling Engineers (Grayling) has developed the following scope of work for adding treatment to the Hegewald Well. The work is proposed to be divided into three phases as outlined below:

- **Phase 1, Preliminary Design** - Tasks include data collection, desktop study report of treatment requirements and alternatives, and development of a basis of design report.
- **Phase 2, Final Design** - Tasks include development of plans, specifications, and cost estimates for treatment improvements, and development of the project report meeting state Department of Health (DOH) requirements.
- **Phase 3, Construction Engineering** - Tasks include assisting the City with construction by performing periodic site visits during construction, assisting the City with start-up, and closing out the project with DOH.

The scope of work described herein constitutes **Phase 1, Preliminary Design**. The goal of this phase is to identify treatment needs at the Hegewald Well, select preferred treatment

alternative(s), and establish the basis for final design. The scope of work assumes that treatment to remove iron will not be required.

Task 1 – Project Management

This task shall include correspondence and coordination with the City, tracking and updating the delivery schedule, and tracking the project budget. Included with this task are email and phone correspondence, preparation of monthly invoices, and preparation of monthly progress reports.

Assumptions

- This task does not include in-person meetings.
- Task assumes an average involvement of one hour per week for a total of 40 weeks.

Deliverables

- Monthly invoices
- Monthly progress reports

Task 2 – Data Collection

Grayling will coordinate with the City to acquire background information necessary to evaluate the treatment needs of the Hegewald Well. Anticipated items include the following:

- Historical and current water quality test results for the treatment plant, the well, and the distribution system.
- Design drawings and installation details of the well.
- Historical documentation related to use and testing of the well.

Water quality test results will be evaluated to make preliminary recommendations on the type of pH adjustment to use. Results will also be evaluated to determine if iron removal is recommended.

Assumptions

- Up to two Grayling staff will visit the City water system to document conditions at the well and water treatment plant. The visit will take place in one day.
- Grayling will provide a list of what and where water quality parameters are to be tested.
- The City will collect and test water quality parameters and provide the results to Grayling.
- Historical documentation, drawings, reports will be provided by the City.

Task 3 – Desktop Study Report

Grayling will conduct a review of engineering reports, academic literature, and water quality data to evaluate potential water quality impacts of using the well on a more regular basis. The desktop

study will be documented in a report and will include recommendations for the basis of design. Anticipated sections of the report are as follows:

- **Introduction.** This section will provide a description of the project as well as project background.
- **Review of Existing Information.** This section will provide a description of the Stevenson Water System, a summary of previously completed studies, a summary of current treatment practices, a summary of water quality at various points in the system, a summary of pipeline and plumbing materials, a summary of water quality complaints, and analogous system information if it is available.
- **Potential Causes of Elevated Lead and Copper Levels.** Many factors can potentially contribute to increases in lead and copper levels in the distribution system. This section will review these factors as they relate to the Stevenson Water System.
- **Identification and Assessment of Corrosion Control Alternatives.** This section identifies corrosion control alternatives for the Stevenson Water System. The evaluation will be based on guidance documents published by the US Environmental Protection Agency (USEPA).
- **Evaluation of Corrosion Control Alternatives.** This section will review the performance and constraints of various corrosion control alternatives. It will also present recommendations for implementing corrosion control with the Hegewald Well.

Assumptions

- The selected plan will be implemented at the Hegewald Well only. Improvements at the WTP are not included.
- Water quality modelling or pipe loop studies are not included.
- Grayling will participate in a meeting to review the report with the City. The meeting will be held at the City.

Deliverables

- A draft of the desktop study report will be provided to the City in electronic (PDF) format.
- A final version of the desktop study report will be provided to the City and DOH in electronic (PDF).

Task 4 – Basis of Design Report

Based on the evaluation from Task 3, Grayling will prepare a Basis of Design report for City review and comment. The report will summarize the recommendations for corrosion control and identify the basis for final design which will include recommended chemicals and dosages. An engineer's opinion of construction cost will be included. A final version of the report incorporating City review comments will be stamped and signed by a professional engineer licensed in the State of Washington.

Assumptions

- Improvements will be located within the existing Hegewald Well building. A building addition is not anticipated.
- The cost estimate will assume improvements will be completed by City staff.

Deliverables

- Draft Basis of Design Report in electronic (PDF) format.
- Final Basis of Design Report in electronic (PDF) format.

Exclusions

1. Services and deliverables not defined herein.

Estimated Fee

The total estimated fee based on the scope of work for Tasks 1 through 4 is **\$19,600**. Work will be invoiced monthly on a time and materials basis, not to exceed the agreed upon total without prior approval from the City. Please refer to **Exhibit B** for a detailed breakdown of the estimated fee by task.

Schedule

Professional engineering services for Phase 1 are assumed to begin in March of 2020 and be substantially completed by December 31, 2020. Outlined below is a schedule of the anticipated project milestones.

Contract Execution	March 2020
Data Collection	March - April 2020
Desktop Study Report	April - May 2020
Update Water System Plans	May - June 2020
Phase 2, Final Design	June - August 2020

EXHIBIT B - FEE ESTIMATE
CITY OF STEVENSON
HEGEWALD WELL TREATMENT IMPROVEMENTS
MARCH 2020

Task	Description	Senior Engineer	Design Engineer III	Total Hours	Labor Cost	Expenses		Total
		\$170	\$140			Mileage	Printing	
1	Project Management	12		12	\$ 2,040			\$ 2,040
2	Data Collection	8	12	20	\$ 3,040	\$ 60		\$ 3,100
3	Desktop Study Report	20	40	60	\$ 9,000	\$ 60		\$ 9,060
4	Basis of Design Report	12	24	36	\$ 5,400			\$ 5,400
Total		52	76	128	\$ 19,480	\$ 120	\$ -	\$ 19,600