

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into on October 12, 2018, by and between CITY OF STEVENSON, a municipal corporation of the State of Washington, and hereinafter referred to as "CITY," and BELL DESIGN 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: Scope & Estimate*. In the case of additional requested work by CITY for contracted project, Contractor will perform services as set forth in the attached *Exhibit B: Alternative Scope & Estimate*. 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: Scope & Estimate* and in *Exhibit B: Alternative Scope & Estimate* if additional services under scope of *Exhibit B: Alternative Scope & Estimate* are requested by CITY. 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, 2018** 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 but shall be limited to 2 years beyond the date of agreed completion.

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.

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.

Bell Design Company – Civil Engineering Services

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 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 highest 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]

Bell Design Company – Civil Engineering Services

IN WITNESS WHEREOF, the parties have executed this contract at Stevenson, Washington, this _____ day of October, **2018**.

CITY OF STEVENSON

_____, its Mayor

Approved as to form

Kenneth B Woodrich,
City Attorney

CONTRACTOR

Devry A. Bell, Owner

Bell Design Company
PO Box 308
900 West Steuben
Bingen, WA 98605

Telephone: 509-493-3886
Federal Tax ID Number: 91-1650018
UBI#: 601 567 665

EXHIBIT A: SCOPE & ESTIMATE
 PROJECT # 18B239
 CITY OF STEVENSON
 GEOTECH NEEDS ASSESSMENT



Task # and Description	Senior Engineer \$136/hr	Engineer In Training \$95/hr	Surveyor PLS \$103/hr	Surveyor Assistant \$87/hr	Survey Technician \$64/hr	Office Personnel \$58/hr	Total Labor hrs.	Outside Services \$	5% Mark-up on Services \$	Non-Labor Expenses \$	Total Task Cost \$
1 Project Management											
1.01 Project Start-Up and Work Plan, and Billings	2						1				
1.02 Progress Reports and Billings	2						2				
1.03 Manage and Coordinate Labor & Subs	2										
1.04 Meetings with City representatives	2	1									
Total Task Hours	8	1	0	0	0	3	12 hrs				
Total Task Costs	\$ 1,088	\$ 95	-	-	-	\$ 174	\$ 1,357	-	-	-	\$ 1,357
2 Preliminary Document Review											
2.01 Review readily available published geologic data	2	2									
2.02 Review Stevenson in-house files for existing information on subsurface conditions in the site vicinity.	2	2									
Total Task Hours	4	4	0	0	0	0	8 hrs				
Total Task Costs	\$ 544	\$ 380	-	-	-	-	\$ 924	-	-	-	\$ 924
3 Initial Field Investigation											
3.01 Coordinate and manage the field investigation, including locating utilities, coordination with existing tenants, and scheduling subcontractors.	6	4	1				2				
3.02 Exploration: One day of test pits. We anticipate up to 8 test pits will be completed to depth up to 11 feet or practical refusal • Include 8 hrs. Excavator, Operator, Mob, etc. 1 day	4	8	2	3	3			3,000	150	90	
3.03 Maintain continuous logs of the explorations, collect samples at representative intervals, and observe groundwater conditions.	2	8									
Total Task Hours	12	20	3	3	3	2	43 hrs				
Total Task Costs	\$ 1,632	\$ 1,900	\$ 309	\$ 261	\$ 192	\$ 116	\$ 4,410	\$ 3,000	\$ 150	\$ 90	\$ 7,650
4 Testing (cost may vary from estimate)											
Laboratory tests will be selected based on subsurface conditions encountered. For estimating purposes, we have assumed that the following laboratory tests be completed. ACTUAL COST MAY VARY.											
4.01 Perform a laboratory testing program • Laboratory Testing - Up to 5 moisture content determinations in general accordance with ASTM D 2216 • Laboratory Testing - Up to 3 particle-size analyses in general accordance with ASTM C 136 • Laboratory Testing - Up to two Atterberg limits tests in general	4	4						1,600	80	120	
Total Task Hours	4	4	0	0	0	0	8 hrs				
Total Task Costs	\$ 544	\$ 380	-	-	-	-	\$ 924	\$ 1,600	\$ 80	\$ 120	\$ 2,724

5 Report

5.01 Generate Report (findings, conclusions, & recommendations)

To Include:

- *Summary of the soil and groundwater conditions at the site.*

- *Evaluation of liquefaction and lateral spreading at the site.*

- *Foundation recommendations*
- *Seismic design criteria in accordance with the Current IBC, including spectral response for S_s and S₁ periods. We have assumed a site specific seismic evaluation will be necessary.*

- *Provide recommendations for site preparation and grading, including over-excavation, general and temporary excavation, temporary and permanent slopes, fill placement and compaction criteria, suitability of on-site soil for fill, subgrade preparation for buildings and pavements, and recommendations for wet weather construction.*
- *Provide recommendations for retaining walls, including backfill and drainage requirements and lateral earth pressures. (if required)*
- *Discuss groundwater conditions at the site, including recommendations for dewatering during construction and subsurface drainage (if required).*
- *Provide floor slabs recommendations.*
- *Provide trench backfill recommendations.*
- *Provide asphalt concrete and conventional concrete recommendations for fire truck access land automobile driving areas.*

	24	28		4	4	6					90
Total Task Hours	24	28	0	4	4	6	66 hrs				
Total Task Costs	\$ 3,264	\$ 2,660	-	\$ 348	\$ 256	\$ 348	\$ 6,876	-	-	\$ 90	\$ 6,966

SUBTOTAL											
Project Labor Hours	52 hr	57 hr	3 hr	7 hr	7 hr	11 hr	137 hr				
Project Labor Cost	\$ 7,072	\$ 5,415	\$ 309	\$ 609	\$ 448	\$ 638	\$ 14,491	\$ 4,600	\$ 230	\$ 300	

Total Labor Costs											\$ 14,491
Total Outside Services											\$ 4,600
Total Mark-up on Outside Services											\$ 230
Total Expenses											\$ 300
Total Estimate for Attached Scope of Work											\$ 19,621

EXHIBIT B: ALTERNATIVE SCOPE & ESTIMATE
PROJECT # 18B239
CITY OF STEVENSON
GEOTECH NEEDS ASSESSMENT



Task # and Description	Senior Engineer \$136/hr	Engineer In Training \$95/hr	Surveyor PLS \$103/hr	Surveyor Assistant \$87/hr	Survey Technician \$64/hr	Office Personnel \$58/hr	Total Labor hrs.	Outside Services \$	5% Mark-up on Services \$	Non-Labor Expenses \$	Total Task Cost \$
A1 Project Management											
A 1.00 Project Start-Up and Work Plan, and Billings							0.5				
A 1.01 Progress Reports and Billings							1				
A 1.02 Manage and Coordinate Labor & Subs		1									
A 1.03 Meetings with City representatives		1									
Total Task Hours		2	0	0	0	0	1.5	4 hrs			
Total Task Costs	\$ 272	-	-	-	-	-	\$ 87	\$ 359	-	-	\$ 359
A3 Initial Field Investigation											
A 3.00 Exploration: Two borings to depths up to 60 feet BGS • Include Drill Rig, Operator, Mob, etc. 0.75 day	2	6		2	2			8,500	425	90	
A 3.01 Maintain continuous logs of the explorations, collect samples at representative intervals, and observe groundwater conditions.	2	4									
Total Task Hours	4	10	0	2	2	0	18 hrs				
Total Task Costs	\$ 544	\$ 950	-	\$ 174	\$ 128	-	\$ 1,796	\$ 8,500	\$ 425	\$ 90	\$ 10,811
A4 Testing (cost may vary from estimate)											
Laboratory tests will be selected based on subsurface conditions encountered. For estimating purposes, we have assumed that the following laboratory tests be completed. ACTUAL COST MAY VARY.											
A 4.00 Perform a laboratory testing program • Laboratory Testing - Additional moisture content determinations in general accordance with ASTM D 2216 • Laboratory Testing - Additional particle-size analyses in general accordance with ASTM C 136 • Laboratory Testing - Additional Atterberg limits tests in general	1	1						900	45	120	
Total Task Hours	1	1	0	0	0	0	2 hrs				
Total Task Costs	\$ 136	\$ 95	-	-	-	-	\$ 231	\$ 900	\$ 45	\$ 120	\$ 1,296
A5 Report											
A 5.00 Additional Report (findings, conclusions, & recommendations) To Include: • Evaluation of liquefaction and lateral spreading at the site. More Precision	4										
Total Task Hours	4	0	0	0	0	0	4 hrs				
Total Task Costs	\$ 544	-	-	-	-	-	\$ 544	-	-	-	\$ 544

A6 Alternate Project Specifications												
A A6.01 Provide project specifications related to the geotechnical portions of the project as requested by Client.												
<ul style="list-style-type: none"> Assume initial submission and follow up review based on revision request (CSI or WSDOT Formats) 												
	8	8				6					90	
Total Task Hours	8	8	0	0	0	6	22 hrs					
Total Task Costs	\$ 1,088	\$ 760	-	-	-	\$ 348	\$ 2,196	-	-	\$ 90	\$ 2,286	
A7 Alternate Infiltration Testing												
A A7.01 If required, complete infiltration testing at the site in the locations and depths requested by the design team.												
<ul style="list-style-type: none"> Assume 10 hrs. Excavator and Water Truck incl Standby 												
<ul style="list-style-type: none"> Assume 2 test pits 												
	12	8						1200		60		
Total Task Hours	12	8	0	0	0	0	20 hrs					
Total Task Costs	\$ 1,632	\$ 760	-	-	-	-	\$ 2,392	\$ 1,200	\$ 60	-	\$ 3,652	
A8 Contingency Services												
A 8.00 If the boring logs indicate liquefaction - complete two CPTs at the site to refine liquefaction and lateral estimates												
	4							1200		60	50	
A 8.01 Standby Drilling Time: 4 hrs. Min (if Determined to be necessary) If CPT clogging or blocking occurs												
	4							1200		60	50	
Total Task Hours	8	0	0	0	0	0	8 hrs					
Total Task Costs	\$ 1,088	-	-	-	-	-	\$ 1,088	\$ 2,400	\$ 120	\$ 100	\$ 3,708	
SUBTOTAL												
Project Labor Hours	31 hr	19 hr	0 hr	2 hr	2 hr	2 hr	56 hr					
Project Labor Cost	\$ 2,584	\$ 1,045	-	\$ 174	\$ 128	\$ 87	\$ 4,018	\$ 11,800	\$ 590	\$ 310		
Total Labor Costs												\$ 4,018
Total Outside Services												\$ 11,800
Total Mark-up on Outside Services												\$ 590
Total Expenses												\$ 310
Total Estimate for Attached Scope of Work												\$ 16,718