

**CITY OF STEVENSON  
PROFESSIONAL SERVICES CONTRACT – WETLAND DELINEATION**

This contract is between the **City of Stevenson**, hereafter called City, and **BergerABAM**, hereafter called Contractor. City's Contract Administrator for this contract is City Administrator Leana Kinley.

**Effective Date and Duration**

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2018.

**Statement of Work**

(a) The statement of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.

**Consideration**

(a) City agrees to pay Contractor a sum not to exceed \$7,965.00 for accomplishment of the work, including any allowable expenses.

**Travel and other expenses**

Reimbursement of travel and other expenses is allowed only in accordance with City travel policy effective at the time of contract execution.

**Amendments**

Terms and conditions of this contract are listed on page two. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties.

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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name: Berger ABAM, Inc.

Address: 210 East 13<sup>th</sup> St, Suite 300

Federal Tax ID Number: 91-1422812

Vancouver, WA 98685

Citizenship: Non resident alien  Yes  No

Business Designation (Check one):  Individual  Sole Proprietorship  
 Partnership  Estate/Trust  
 Corporation  Public Service Corporation  
 Governmental/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

I, the undersigned: agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference hereby certify under penalty of perjury that I/my business am not/is not in violation of any Washington tax laws; and hereby certify I am an independent contractor. As noted in No. 21 of the Standard Contract Provisions, where required for Federal funding, Contractor certifications and signatures apply to Exhibits C and D.

Approved by the Contractor: \_\_\_\_\_  
Signature Date

Approved by the City: \_\_\_\_\_  
Scott Anderson, Mayor Date

Approved by City Council: \_\_\_\_\_  
Date

## STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

### 1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any compensation or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

### 2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

### 3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

### 4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

### 5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

### 6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

### 7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
  - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
  - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
  - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
  - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
  - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

### 8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

### 9. State Tort Claims Act

Contractor is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

### 10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

### 11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability  
Contractor shall defend, save and hold harmless the City, their officers, agents and employees from all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability  
Contractor shall hold harmless the City, their officers, agents and employees, from all liabilities, damages and expense to the extent caused by Contractor's negligent performance or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

### 12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of the contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

### 13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City contingent upon payment of fees and reimbursable expenses due and owing Contractor in accordance with this Agreement.

### 14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

### 15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

### 16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

### 17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

### 18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

### 19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

### 20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

### 21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

### 22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Skamania County.

### 23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract. For purposes of this Agreement, a party "prevails" if it recovers 75 percent or more of what it sought in such proceeding, or if it successfully defends against 75 percent or more of what was claimed against it. If neither percentage is met, the Parties bear their own respective attorney's fees, expert fees and court costs. In addition, provided that the prevailing Party has not rejected a bona fide written settlement offer from the other Party in an amount greater than the amount of the judgment or award received, in which case the prevailing Party shall be entitled to no reimbursement for its costs and expenses.

### 24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

15 October 2018

Ms. Leana Kinley, City Administrator  
City of Stevenson  
7121 E. Loop Road  
Stevenson, WA 98648

Subject: Proposal to Provide Professional Natural Resource Services

Dear Leana:

Thank you for the opportunity to submit the following proposal to provide professional natural resource services to complete a wetland delineation for the City of Stevenson's fire station site. Services to be performed include a wetland delineation and assessment to aid in fire station planning.

### **PROJECT UNDERSTANDING**

The City of Stevenson (City) is evaluating the possibility of developing a new fire station on parcel number 02070200310000 located west of SW Rock Creek Drive and east of Foster Creek Road on a City-owned, triangular site of 4.4 acres. The fire station is anticipated to be 9,700 square feet with possible future expansion to 11,000 square feet. The site is mostly forested on its west and north sides and slopes uphill from Rock Creek Drive toward Foster Creek Road and to the north. There is a flat area where the fire station would presumably be located on the site's eastern side accessed from Rock Creek Drive. The City's critical areas map identifies a wetland in the far northeastern side of the site.

To determine the location of wetlands boundaries within the site, BergerABAM will complete a formal delineation of the proposed fire station site. This work will include a site assessment and demarcation of the wetland boundary in accordance with the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region* (regional supplement) and a wetland delineation report will be prepared.

### **SCOPE OF WORK**

#### **Task 1.0: Wetland Delineation and Assessment**

BergerABAM will conduct a wetland delineation within the approximately 4.4-acre study area in accordance with the criteria and methods described in the 2010 regional supplement. The delineation will entail collecting and reviewing background information, as well as conducting the delineation fieldwork. BergerABAM will collect the delineation data, to confirm the

presence or absence of wetlands, and will flag identified wetland boundaries in the field. BergerABAM will also record the flag locations with a handheld GPS unit for mapping.

Once the fieldwork is complete, BergerABAM will complete a wetland delineation report that summarizes the findings of the field investigation. BergerABAM will compile data collected in the field onto wetland data sheets and summarize the results in report format. Identified wetlands will be rated using the *Washington State Wetland Rating System for Western Washington* developed by the Washington State Department of Ecology and revised in 2014. The delineation report will also include graphics that show project location, topography, soils, mapped wetlands, identified wetlands, etc.

A draft wetland delineation report will be prepared and submitted to the City for one round of review. A final wetland delineation report will be prepared, which will address comments on the draft.

#### *Assumptions*

- Wetland boundary flags will be surveyed by a City-contracted professional land surveyor.
- The wetland delineation and report is anticipated to take one month to complete.
- The wetland delineation is anticipated to take up to 3 hour of time and will be completed by two BergerABAM biologists.
- Access to the site will be granted by the City.
- One round of City review of the draft delineation report is included.
- City comments on the draft will be editorial in nature.
- The wetland delineation and assessment report will include up to seven graphics.
- Draft and final wetland delineation and assessment reports will be provided in electronic PDF format.
- Field verification of wetland boundaries with regulatory agencies is not included in this scope of work. If necessary, a separate task order for this work can be provided.
- A mitigation plan, critical areas report, and other permit documents or submittals for impacts to wetlands or wetland buffers from the proposed fire station are not included in this scope of work.

#### *Deliverables*

- Draft and final wetland delineation and assessment report (PDF copy).

#### **FEE**

The following professional fees, including an estimated \$57.00 in expenses, will be billed as incurred and will not exceed \$7,965.00 without written authorization:

Ms. Leana Kinley

15 October 2018

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Task 1.0:	\$7,908.00
Expenses:	<u>57.00</u>
<b>Total:</b>	<b><u>\$7,965.00</u></b>

### **CLOSING**

If you wish to accept this proposal, please provide us with a contract. We will consider the signed date as our notice to proceed. This proposal is valid for 30 days.

We thank you for the opportunity to provide this proposal and we look forward to working with you. If you have questions, please call me at 360/823-6109.

Sincerely,



Dustin Day  
Senior Environmental Scientist



Helen Devery  
Vice President

DDD:llt