

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this 15th day of July, 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 June 30, 2022 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. Final design of these upgrades was recently completed, and included contract drawings and specifications for replacement of major equipment items, as well as construction of new structures and treatment facilities. Due to the specialty nature of the equipment used in wastewater treatment plants, it would be more cost-effective and would result in higher quality products for the City of Stevenson (City) to procure the major equipment separately from specialty equipment distributors. The major equipment items include rotary lobe blowers, submersible screw centrifugal pumps, an in-channel rotary screen, grit removal equipment, vertical turbine mixers, fine bubble diffusers, and ultraviolet disinfection system equipment.

The City requested Wallis Engineering to provide a scope of work for services to assist during procurement of the major wastewater treatment plant equipment.

GENERAL SCOPE OF PROJECT

This project will procure major equipment items for the Phase I Wastewater Treatment Plant Improvements project. Our services will include project management and administration, bidding assistance, and submittal review and coordination.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2022.

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. The project team is listed below, with the responsibilities which they will complete.

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Civil Engineering
Esvelt Environmental Engineering (EEE)	Process Engineering
Industrial Systems (IS)	Electrical and Systems Control Engineering
LSB Consulting Engineers (LSB)	Structural Engineering

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Wallis Engineering (Wallis) will provide full project management, administration, and coordination between all team members, City staff, funding agencies, regulatory authorities, and key stakeholders.

Task 1.1 Project Management and Coordination

Wallis and Esvelt will provide comprehensive project management during the bidding and submittal review phases of this project, including coordination of all team members, City staff, manufacturers, and funding agencies. Wallis Engineering will schedule and coordinate work with the City's Project Manager, and communicate work status on a regular basis and project issues as concerns arise.

Wallis will prepare monthly progress reports accompanied by progress billings, as well as monitor work tasks, budgets and schedule. Monthly progress billings will be subject to City review and approval.

Assumptions:

- Project management is anticipated to span a five-month period (August 2021 – December 2021), for the duration of bidding and submittal review.
- If the UV disinfection added alternative bid schedule is selected with the Phase I WWTP Improvements construction contract, project management will span an additional four months associated with procurement of the UV disinfection equipment (January 2022 – April 2022).
- All meetings with City staff will be held at City of Stevenson or other venue of staff choice.
- Wallis will hold monthly project coordination video meetings with the City in conjunction with 1477B monthly meetings.
- Services associated with delivery of major equipment items will be included in a separate construction phase services contract

Deliverables:

- Project scope and fee.
- One video meeting prior to bidding, one meeting after bidding, and one meeting for coordination of contracts.
- Monthly progress billings on a time and materials basis per task with status reports.

TASK 2 BIDDING ASSISTANCE

Objective: Assist the City with bidding major equipment contracts and make recommendations for award.

Task 2.1 Bidding Assistance

Wallis will assist the City with posting a bid for procurement of major equipment, distributing procurement documents prepared by Esvelt. Wallis will serve as the main point of contact during the bidding process, coordinating with Esvelt to answer bidding Request for Information (RFIs). Esvelt will summarize and review bid submittals, and prepare recommendations for award. Esvelt will prepare notice of award, agreement, and bonding forms for the selected manufacturers. After contract award, Esvelt will review agreements and bonding information provided by the manufacturers, and issue notice to proceed documentation with Wallis.

Assumptions:

- UV disinfection system equipment may be procured on a separate schedule than the other equipment items, depending on if the City elects to proceed with the UV Disinfection System installation.

Deliverables:

- Procurement documents for Bidding (assumed up to two sets of documents)
- Agreements and associated forms

- RFI answers and log

TASK 3 SUBMITTAL ASSISTANCE

Objective: Review submittals for equipment to ensure compatibility with and suitability for proposed Phase I Wastewater Treatment Plant Improvements.

Task 3.1 Submittal Review and Coordination

Esvelt, LSB, and Industrial Systems will review shop drawings and product data and resubmittals for major equipment items. Esvelt will coordinate directly with LSB for review of structural components and equipment supports, and with Industrial Systems for reviews of electrical and controls system components. Esvelt will also review factory test reports and invoices after shop drawing and factory testing approval.

Assumptions:

- Inspection after delivery, review of on-site testing and O&M submittals to be included in separate construction engineering scope of work.

Deliverables:

- Submittal and resubmittal reviews for major equipment
- Submittal review log
- Factory test report reviews and approvals

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		AE	PE4	A6	A4	Wallis Labor	Subconsultants			Total
							EEE	Ind. Sys	LSB	Cost
		\$152.15	\$142.83	\$111.78	\$94.19					
Task 1	Project Management and Administration	14		4		\$ 2,577.22	\$ 4,800.00			\$ 7,377.22
Task 2	Bidding Assistance	8	2		4	\$ 1,879.62	\$ 13,200.00			\$ 15,079.62
Task 3	Submittal Assistance	12	4			\$ 2,397.12	\$ 10,800.00	\$ 3,800.00	\$ 1,200.00	\$ 18,197.12
Project Total		34	6	4	4	\$ 6,853.96	\$ 28,800.00	\$ 3,800.00	\$ 1,200.00	\$ 40,653.96

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

FEE SUMMARY	
Wallis Labor	\$ 6,853.96
Wallis Expenses	\$ -
Subconsultants	
EEE	\$ 28,800.00
Ind. Sys	\$ 3,800.00
LSB	\$ 1,200.00
TOTAL BUDGET	\$ 40,653.96



RATE SCHEDULE

Rate Schedule good through December, 31, 2022

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$152.15	\$152.15
Senior Engineer	\$207.00	\$207.00
Engineering Manager I - VI	\$178.02	\$203.90
Project Engineer I - IX	\$123.17	\$172.85
Staff Engineer I - IV	\$102.47	\$121.10
Engineering Intern I - III	\$63.14	\$70.38
Designer	\$120.06	\$144.90
Landscape Architect	\$155.25	\$155.25
Construction Manager	\$134.55	\$134.55
Inspector	\$94.19	\$110.75
Technician I-IV	\$82.80	\$122.13
Administrative I – VI	\$49.68	\$111.78

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



**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.