

PROFESSIONAL SERVICES CONTRACT
Rock Creek Stormwater Improvements

THIS CONTRACT is made and entered into this **18th** day of February, **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 "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 December 31, 2021** 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. This should have a time limit.

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.

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 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]

IN WITNESS WHEREOF, the parties have executed this contract at Stevenson, Washington, this 18th day of February, 2021.

CITY OF STEVENSON

CONTRACTOR

By: _____
Scott Anderson, its Mayor

By: _____

Jane Vail, PE
Principal Engineer
Name & Title

215 West 4th St.
Suite 200
Vancouver, WA 98660
Mailing Address

Approved as to form

360-695-7041
Telephone Number

Kenneth B Woodrich,
City Attorney

91-1944973
Federal Tax ID Number

601-823-546
UBI#

SCOPE OF WORK – EXHIBIT A

(Describe scope of services or attach proposal)

PROJECT BACKGROUND

The stormwater drainage system for Rock Creek Drive east of Rock Creek consists of a series of catch basins and a storm sewer draining through an outfall into Rock Creek. Over the years, sediment has accumulated in the Rock Creek channel, covering the outfall pipe. This has caused sediment to build up in the storm sewer pipe just upstream of the outfall, recently causing a blockage backup of stormwater during a rain event. A new stormwater outfall is required to prevent this problem from occurring again. In addition, the storm sewer is located under the proposed Rock Creek Pump Station, which is scheduled for construction in summer of 2021. Therefore, the stormwater improvements must be made before or during the pump station improvements, as it would be costly to install the storm pipe under the pump station after it is constructed. To complete this work quickly, the City of Stevenson (City) has retained Wallis Engineering (Wallis) to provide engineering services necessary for the stormwater improvement work.

The proposed improvements will consist of the following:

- Replacement of an existing stormwater manhole. The new manhole will include a sump to capture sediment that settles out, and may require frequent cleaning.
- Replacement of approximately 200 feet of storm sewer pipe from the sedimentation manhole to Rock Creek.
- A new outfall structure or energy dissipator in Rock Creek.

In addition to engineering services, environmental permitting and land use permitting is included in this scope of work.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2021.

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
Klein & Associates (Klein)	Surveying
Ecological Land Services (ELS)	Environmental Permitting
E2 Land Services (E2)	Land Use Permitting

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 Administration

Wallis will provide comprehensive project management of this Project, including coordination of all team members, City staff, stakeholders, regulatory authorities, 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. We will also provide quality assurance to ensure that all deliverables have been peer reviewed prior to submittal to the City.

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.

We will prepare a detailed MS Project schedule that includes each task and subtask and key project milestones, and will update the schedule as changes to task timeframes occur.

Task 1 Assumptions:

- Project management is anticipated to span a 9-month period (February 2021 – October 2021), for the duration of design, construction management, and inspection.
- 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 or conference calls with the City.

Task 1 Deliverables:

- Project scope and fee.
- Meeting agendas and minutes for kickoff meeting.
- Meeting agendas and minutes for up to three (3) design meetings/workshops.
- Up to two (2) meetings with regulatory agencies.
- Project schedule and updates, as needed.
- Monthly progress billings on a time and materials basis per task with status reports.

TASK 2 SURVEY AND MAPPING

Objective:

Survey existing sites and facilities to provide a comprehensive base map for design. Previous survey work for the Rock Creek Pump Station and the Cascade Interceptor includes the full project area, but the stormwater manhole was buried and thus not surveyed. In addition, the outfall area was recently eroded and so the survey is needed to update the topography.

Task 2.1 Survey and Base Mapping

Klein will provide a survey and base map of the following features:

- The stormwater manhole rim and invert elevations and horizontal location
- Update elevations of the bank in the vicinity of the outfall into Rock Creek.

Wallis will add the new survey data into the existing base map for the project area.

Assumptions:

- Base maps will include the following features:
 - Contours at 1-foot elevations with active surface in Civil 3D 2018+.
 - Utilities with inverts for sanitary sewer and storm structures.

Deliverables:

- Base map in AutoCAD Civil 3D and PDF format

TASK 3 PERMITTING

Objective: To complete all permitting required for the project improvements.

3.1 Land Use Permitting

E2 will update the land use permit prepared for the WWTP and Collection System Improvement project to include the stormwater improvement work.

3.2 Environmental Permitting

ELS will lead the environmental permitting work on this project. Environmental permitting is expected to require a Critical Areas Report, Mitigation Plan, Biological Evaluation, Joint Aquatic Resource Permit Application and figure set, Corp of Engineers permit, NMFS review, ESA review, and Hydraulic Project Approval. ELS will coordinate with all regulatory agencies, Wallis, and the City as required to complete all environmental permitting for the project.

Task 3 Deliverables:

- Critical Areas Report
- JARPA and figure set
- HPA
- Mitigation Plan (if required)
- Biological Evaluation

Task 3 Assumptions:

- The City will pay all permitting application fees.
- The project will include work below the ordinary high-water mark, requiring a Corps of Engineers permit.
- Land use permitting will be completed as part of the WWTP and Collection System Improvement project.
- The improvements will not be permitted through the Corp of Engineers “emergency” process. The improvements may be permitted through the WDFW “emergency” process.
- Outfall discharge location will not change from existing.
- No wetland impacts are anticipated.
- Outfall modifications to provide supplemental fish habitat are not anticipated.

TASK 4 DESIGN

Objective: To produce contract documents for construction of the stormwater manhole, pipe and outfall.

4.1 50% Design

Wallis will prepare 50% plans and opinion of cost, to be submitted to the City for review. The 50% design will include a storm sewer plan and profile, sedimentation manhole detail, and outfall detail. A

technical memorandum summarizing the stormwater system design will be prepared if required by regulatory agencies.

4.2 90% Design

Based on the 50% design review comments, Wallis will refine the design and submit a 90% set of plans, specifications, and opinion of cost to the City for review.

4.3 100% Design

Based on the 90% review comments, Wallis will refine the design and submit a 100% set of plans, specifications, and opinion of cost for use in bidding.

Task 4 Assumptions:

- The new storm sewer will be located in same alignment, at a higher elevation to keep the outfall above the bottom of the Rock Creek channel.
- Outfall design will follow the guidance within the 2019 SWMMWW.
- Flow velocity of the outfall will be less than 10 feet per second.
- Water quality treatment will not be required.
- Geotechnical design report completed as part of the Rock Creek Pump Station project is sufficient for outfall repair design.
- No landscape architectural services will be required.
- The project will be bid either along with the 2021 Collection System Improvements Project as a separate bid schedule, or as a separate bid set.
- If the project is bid with the 2021 Collection System Improvements Project, the technical specifications will be in the Construction Specification Institute (CSI) format. If the project is bid as a separate bid set, the specifications will be in WSDOT format.
- Full-size, stamped, reproducible contract documents will be provided with the 100% submittal.
- Plan sheets prepared for each submittal will include the following:
 - Cover (1 sheet)
 - General Notes and Legend (1 sheet)
 - Storm Sewer Plan and Profile (1 sheet)
 - Details (1 sheet)

Task 4 Deliverables:

- 50% plans and opinion of cost.
- 90% and 100% plans, specifications, and opinion of cost.
- Technical Memorandum RE: Stormwater Design

TASK 5 BIDDING AND CONSTRUCTION PHASE SERVICES

Objective:

If requested by the City, Wallis will provide construction management, engineering, and quality control field inspection services.

Task 5.1 Bidding Phase Services

Support services will include coordinating with the City to prepare an electronic Invitation to Bid, manage a web-based bidding platform for the project, provide assistance to bidder inquiries, issue addenda as required, and attendance at the bid opening. Wallis Engineering will review the bids; prepare bid tabulation, and prepare a Recommendation of Award.

Task 5.2 Construction Engineering and Inspection

Wallis will provide the following construction management and engineering services:

- Conduct a pre-construction meeting with City staff, the Contractor, and regulatory agencies.
- Serve as the primary point of contact with the Contractor.
- Log and review all incoming submittals and return to the Contractor following comment. Prepare and manage submittal log.
- Attend weekly construction meetings with City Staff, Contractor, and other parties as appropriate.
- Review and prepare construction pay estimates for submittal to the City, and coordinate review and preparation with Contractor (and EDA and USDA as needed). Complete a final pay estimate at project completion.
- Coordinate traffic control changes with the Contractor as needed to establish a safe and efficient work zone.
- Coordinate field design changes with City Staff and the Contractor as needed to address changed onsite conditions which conflict with the plans and/or specifications.
- Review, negotiate, initiate and process contract change orders.

Task 5.3 Record Drawings

Wallis Engineering will prepare record drawings incorporating any field changes related to alignment, change orders, and other project modifications as noted by the Contractor and District inspector on a redlined set of plans. An electronic copy of the record drawings will be provided.

Task 5 Assumptions:

- No work will be completed under this task unless authorized by the City.
- Construction will span 15 working days of onsite work.
- Construction surveying, material and density testing will be completed by an independent testing firm hired by the Contractor.
- Record Drawings will be based on markups from the Contractor; no final field survey will be completed to support record drawings.
- Contractor will be responsible for permit compliance requirements during construction, including any stream turbidity monitoring or fish surveys.
- This scope does not include a post construction report for regulatory agencies. If regulatory agencies require a post construction report, additional work may be needed.

Task 5 Deliverables:

- Submittal log and submittal review comments.
- Requests for Information responses.
- Inspection Daily Reports for all construction inspection site visits including summary of daily work items, bid item unit quantities completed, traffic control measures in place, materials and equipment utilized, completed materials testing, out of scope work records, summaries of Contractor coordination and any other items of note as observed onsite.
- Construction photographs.
- Construction pay estimates.
- Change order documentation.
- Record drawings in electronic format, and one full-size hard copy.

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PAYMENT FOR SERVICES & EXPENSE REIMBURSEMENT – EXHIBIT B

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

		AE	PE3	PE2	SE2	T3	A6	A4	A3	Wallis Labor	Expenses	Subconsultants			Total Cost
												ELS	E2	Klein	
Task 1	Project Management and Administration	\$147.00	\$133.00	\$128.00	\$102.00	\$112.00	\$108.00	\$91.00	\$81.00						
1.1	Project Management and Administration	4	16		4		4	2		\$ 3,738.00	\$ 52.00 (M)	\$ -	\$ -	\$ -	\$ 3,790.00
	TASK 1 SUBTOTAL	4	16	0	4	0	4	2	0	\$ 3,738.00	\$ 52.00	\$ -	\$ -	\$ -	\$ 3,790.00
Task 2	Survey and Mapping														
2.1	Survey and Base Mapping				2	2				\$ 428.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,428.00
	TASK 2 SUBTOTAL	0	0	0	2	2	0	0	0	\$ 428.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,428.00
Task 3	Permitting														
3.1	Land Use Permitting		2							\$ 266.00	\$ -	\$ -	\$ 1,200.00	\$ -	\$ 1,466.00
3.2	Environmental Permitting		4		4	8				\$ 1,836.00	\$ -	\$ 31,800.00	\$ -	\$ -	\$ 33,636.00
	TASK 3 SUBTOTAL	0	6	0	4	8	0	0	0	\$ 2,102.00	\$ -	\$ 31,800.00	\$ 1,200.00	\$ -	\$ 35,102.00
Task 4	Design														
4.1	50% Design	2	24		40	8		2		\$ 8,644.00	\$ -	\$ -	\$ -	\$ -	\$ 8,644.00
4.2	90% Design	2	8		16	8		2		\$ 4,068.00	\$ -	\$ -	\$ -	\$ -	\$ 4,068.00
4.3	100% Design	2	4		8	8		2		\$ 2,720.00	\$ -	\$ -	\$ -	\$ -	\$ 2,720.00
	TASK 4 SUBTOTAL	6	36	0	64	24	0	6	0	\$ 15,432.00	\$ -	\$ -	\$ -	\$ -	\$ 15,432.00
Task 5	Biddng and Construction Phase Services														
5.1	Bidding Phase Services	2	4		4			2		\$ 1,416.00	\$ -	\$ -	\$ -	\$ -	\$ 1,416.00
5.2	Construction Engineering and Inspection	2	16		36			2		\$ 6,276.00	\$ 156.00 (M)	\$ -	\$ -	\$ -	\$ 6,432.00
5.3	Record Drawings				2	4				\$ 652.00	\$ -	\$ -	\$ -	\$ -	\$ 652.00
	TASK 5 SUBTOTAL	4	20	0	42	4	0	4	0	\$ 8,344.00	\$ 156.00	\$ -	\$ -	\$ -	\$ 8,500.00
	Project Subtotal	14	78	0	116	38	4	12	0	\$ 30,044.00	\$ 208.00	\$ 31,800.00	\$ 1,200.00	\$ 1,000.00	\$ 64,252.00

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

FEE SUMMARY	
Wallis Labor	\$ 30,044.00
Wallis Expenses	\$ 208.00
<i>(M) = Mileage at current IRS Rate, (P) = Printing</i>	
Subconsultants	
ELS	\$ 31,800.00
E2	\$ 1,200.00
Klein	\$ 1,000.00
TOTAL BUDGET	\$ 64,252.00



RATE SCHEDULE

Rate Schedule good through December, 31, 2021

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$147.00	\$147.00
Senior Engineer	\$200.00	\$200.00
Engineering Manager I - VI	\$172.00	\$197.00
Project Engineer I - IX	\$119.00	\$167.00
Staff Engineer I - IV	\$99.00	\$117.00
Engineering Intern I - III	\$61.00	\$68.00
Designer	\$116.00	\$140.00
Landscape Architect	\$150.00	\$150.00
Construction Manager	\$130.00	\$130.00
Inspector	\$91.00	\$107.00
Technician I-IV	\$80.00	\$118.00
Administrative I – VI	\$48.00	\$108.00

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