

City of Sumas Request for Council Action

Meeting Date: April 14, 2025

Subject:

Services Agreement Wilson Engineering LLC

Department: Water Department

Prepared By: Michelle Quinn

Agenda Location:

☐ Public Hearing ☒ Old Business ☐ New Business ☐ Staff Reports

Brief Summary:

The agreement with Wilson Engineering LLC for Professional engineering service to prepare, draft, construction documents for continuous disinfection treatment to submit to DOH

The agreement was approved on March 27, 2025

Wilson Engineering requested wording changes

Section II --- updated with draft project report and preliminary Plans to DOH per that deadline date with and the remaining scope would occur after DOH review

Legal Review: ☒ Reviewed ☐ Not Reviewed ☐ Review Not Required

Staff Recommendation:

Staff is recommending to allow the Mayor to sign the contract with Wilson Engineering LLC

Senior Staff Review:

- ☐ Mayor
- ☒ Finance Director
- ☒ City Clerk
- ☒ Public Works Director

Budget Implications:

- ☐ Current Budget
- ☒ New Budget Request
- ☐ Non-Budgetary

SERVICES AGREEMENT CITY OF SUMAS

The CITY OF SUMAS, a municipal corporation of the State of Washington (hereinafter the "City"), with offices located at City Hall, 433 Cherry Street, Sumas, Washington 98295, and **Wilson Engineering, LLC** (hereinafter the "Contractor"), with offices located at 805 Dupont Street, Bellingham, Washington 98225, in consideration of the mutual covenants herein, do hereby agree as follows:

I. PURPOSE: The purpose of this Agreement is for the provision of professional engineering services to prepare, draft and submit an engineering project report and construction documents for the design and construction of a continuous disinfection treatment system for the City's water system.

II. TERM OF AGREEMENT/TIME OF PERFORMANCE: The time for performance of the work by Contractor shall begin upon execution of this Agreement. Submittal of the Project Report and draft Construction Documents to Washington State Department of Health shall be completed by the Contractor by May 15, 2025. If this scope is not completed by Contractor by May 15, 2025, Contractor shall be deemed to have failed to substantially perform a material part of its obligations under this Agreement and the City shall have the rights set forth under subsection **IX. A.** below related to default, unless such failure is due to any force majeure event or other factor beyond the control of the Contractor. All subsequent work shall be completed in an expeditious manner in order to satisfy Washington Department of Health requirements, including the terms and conditions of that Formal Compliance Agreement referenced below, and meet the purposes of this Agreement.

III. LIAISON: The City's officer responsible for this Agreement is Sunny Aulakh, its Project Manager, or such other person designated by the Mayor for the City. The Contractor's responsible person is Curt Schoenfelder, P.E.

IV. SCOPE OF WORK: The Contractor shall provide professional engineering and design related services, including pre-engineering, engineering and design, and shall prepare and submit an engineering project report and construction documents for the design and construction of a continuous disinfection treatment system for the City's water system as required or called for pursuant to a Formal Compliance Agreement (**FCA**) entered into between the Washington State Department of Health, Office of Drinking Water and the Sumas Water Department - Public Water System Identification Number: 84870B, owned by City of Sumas, on or about December 24, 2024, and as described herein, including in sub-section **I** above, and as further described in the request for proposals/qualifications attached hereto as **Exhibit "A"**, and in the Contractor's proposal attached hereto as **Exhibit "B"**, including the performance of all tasks/work as specified therein.

V. PAYMENT:

A. Contractor shall be compensated for services performed on a time and expense basis at the hourly rates set forth in **Exhibit "B"**, to the extent that compensation does not exceed the amount set forth in sub-section B.

B. The total compensation paid to Contractor for performance of the services called for in this Agreement, and set forth in section IV above, **shall not exceed \$83,152.00.**

C. The City agrees to pay the Contractor monthly based on invoices submitted no more frequently than once per month. The City will pay the Contractor within 30 days of receipt of invoice for all non-disputed work satisfactorily completed related to the invoice.

D. Contractor will be paid on the basis of invoices for work satisfactorily completed. Invoices shall be submitted to the Project Manager for approval prior to payment. No final payment shall be made until approved by the Project Manager.

VI. EXTRA WORK AND CHANGE ORDERS: Work in addition to, or different from, that provided for in the Scope of Work section, shall only be allowed by **prior authorization in writing**, as a modification to this Agreement. Such modifications shall be attached hereto and made a part hereof, and shall be approved in the same manner as this Agreement.

VII. LIABILITY AND INSURANCE: The Contractor agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability to the extent arising out of the negligent or intentional acts or work of the Contractor, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the negligent or intentional actions or omissions of such parties. Contractor will obtain and maintain in force at least the following minimum insurance coverages covering all activity under this Agreement, and as to which the City shall be named as additional insured:

A.	Workers Compensation	Statutory Amount
B.	Broad Form Comprehensive General Liability (per occurrence)	\$1,000,000
C.	Automobile Liability	\$ 500,000
D.	Professional Liability	\$1,000,000

Contractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

An insurance certificate showing the coverage required under this paragraph VII will be submitted to the City for approval upon commencement of the work and at least annually for a period of two (2) years following completion of services under this Agreement.

VIII. COMPLIANCE WITH LOCAL LAWS: The Contractor shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the State and local governments.

IX. TERMINATION:

A. Should either party hereto believe that the other has failed to substantially perform all or a material part of its obligations under the Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party ten (10) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non defaulting party, this Agreement may be terminated upon written notice (delivered by certified mail). In the event of termination under this subparagraph, the Contractor shall be paid an amount, in the discretion of the Project Manager, which takes into account actual costs incurred by the Contractor in performing the project work to the date of termination, the amount of work originally required which was satisfactorily completed to the date of termination, the cost to the City of completing the work itself or of employing another firm to complete it and the inconvenience and time which may be required to do so, along with any other factors which affect the value to the City of the project work which has been performed to the date of termination. In no event shall the Contractor receive an amount based on anticipated profit on unperformed services or other work.

B. The City shall have the right to terminate this Agreement at any time upon ten days written notice to the Contractor.

C. On the giving of notice of termination, Contractor shall immediately begin winding down its services in anticipation of the termination, and shall be prepared to deliver to the City all documents and other uncompleted work on the date of termination.

D. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination provision of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

E. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

X. ASSIGNMENT: Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

XI. VENUE STIPULATION: This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Bellingham, Washington.

XII. STATUS OF CONTRACTOR: Neither Contractor nor personnel employed by the Contractor shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Contractor shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs. Further, Contractor represents that it is customarily in the business of providing the services described in this Agreement, has its own place of business, is eligible for and does file with the Internal Revenue Service a schedule of business expenses, has established or will timely establish an account with the State Department of Revenue and has received a unified business identifier number, and maintains a separate set of books and records for such business.

XIII. CONTRACTOR'S STUDIES, REPORTS AND WORK PRODUCT: All documents, maps and other materials of whatever kind prepared by the Contractor pursuant to this Agreement shall be deemed property of the City upon completion or termination of the Agreement. The Contractor may keep file copies of its work product but shall retain no other rights of ownership therein. Reuse beyond that contemplated by this Agreement or alteration of any materials without the Contractor's written participation will be at the City's sole risk.

XIV. MISCELLANEOUS PROVISIONS:

A. Each party acknowledges that such party has read this Agreement and understands its contents, that such party has had the opportunity to have this Agreement reviewed by an attorney of such party's choice, and that such party either has consulted with an attorney or voluntarily has chosen not to consult with an attorney before signing this Agreement.

B. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

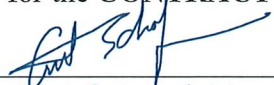
C. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy for a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. To the extent any of the terms or conditions set forth in any exhibit or attachment hereto, including attached Exhibit(s) "A", are inconsistent with any provision of this Agreement, the provisions of this Agreement will control.

F. Standard of Care: The Contractor will perform its services using at least the degree of care and skill ordinarily exercised by similar professionals performing similar services under similar circumstances.

EXECUTED, this the 28th day of March 2025, for the **CONTRACTOR:**


Name: Curt Schoenfelder
Title: Wilson Engineering,
Sr. Eng., Partner

EXECUTED, this the _____ day of _____ 2025, for the **CITY OF SUMAS:**

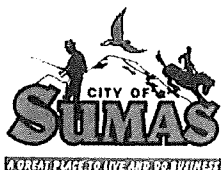
Mayor

Attest:

Approved as to Form:

City Clerk

City Attorney



CITY OF SUMAS

433 Cherry Street/PO Box 9, Sumas, WA 98295

P: (360) 988-5711 F: (360) 988-8855

January 2, 2025

NOTICE OF REQUEST FOR QUALIFICATIONS

City of Sumas is accepting Statements of Qualifications from engineers for design of construction documents for continuous disinfection treatment following WACs 246-290-110 and -120, and under WAC 246-290-451(5) for approval. The City of Sumas will only need construction documents for approval from the Department of Health at this time. Statements of Qualification shall be submitted to the City of Sumas no later than 5:00pm on February 3, 2025. RFQ packets will be available on our website www.cityofsumas.com with steps on how to submit packets. Minority, Women-owned and Veteran-owned firms are encouraged to apply and will be given equal considerations with all other firms submitting a Statement of Qualifications. For any questions please call Public Works Director at (360) 988-5711.

EXHIBIT A



March 5, 2025

City of Sumas
Attn: Sunny Aulakh, Public Works Director
433 Cherry St,
P.O. Box 9
Sumas, WA 98295
Cell: 360-201-5322
Office: 360-988-5711
Email: SAulakh@cityofsumas.com

Re: Engineering Services for Continuous Disinfection Treatment

Dear Mr. Aulakh:

Wilson Engineering, LLC ("Wilson" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") proposal to The City of Sumas ("the Client") for providing engineering services to your water system for the design of continuous disinfection infrastructure for wells 4R and 5. Our project understanding, scope of services, and fees are described below.

PROJECT UNDERSTANDING

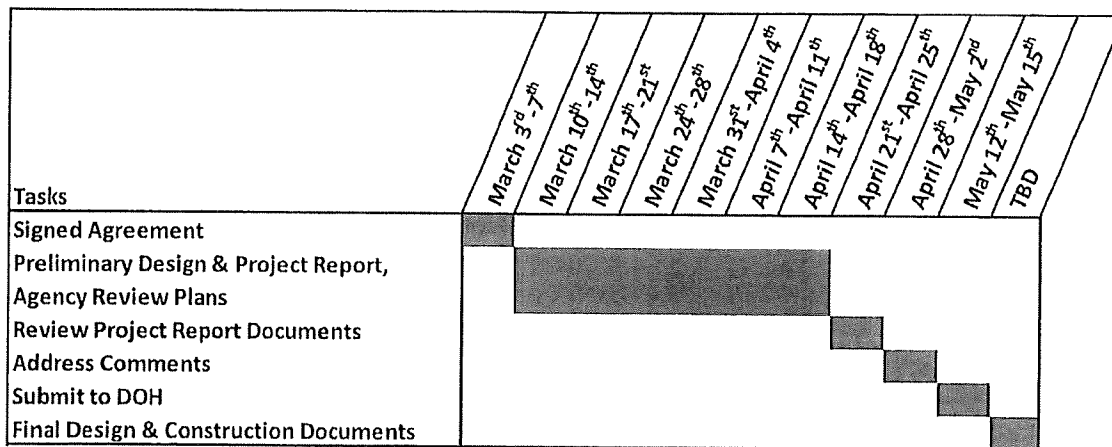
The scope of services and fees described herein are based upon our understanding of the project and assumptions as follows:

1. The City of Sumas water system has experienced recurring total coliform bacteria contamination in November 2023, January 2024, and September 2024.
2. The Washington State Department of Health and the City of Sumas have signed a formal compliance agreement (2024-FCA-0005) on December 24th, 2024.
3. The FCA states that by May 15th, 2025 the City of Sumas shall submit an engineering project report and construction documents for continuous disinfection treatment.
4. It is anticipated that the project will install dedicated chlorine contact time (CT) piping sized for a maximum flow rate shown on the water facilities index form of 1,500 gpm for wells 4R and 5.
5. The disinfection infrastructure will be based around commercially available 12.5% liquid sodium hypochlorite.
6. Additional water quality data from each well (including alkalinity, TOC, bromide, pH) will need to be collected to determine potential effects on distribution piping, DBP potential, chlorine demand calculation. Wilson will coordinate with the City for the City to collect this data.
7. Electrical engineering design services by a sub-consultant will be included, and design would include basic controls of flow pacing any chemical pumps on a flow rate measured by a magnetic flow meter. Controls engineering or control panels beyond that integral to the chemical metering pumps are not included.
8. Anticipated earthwork would be for a flow meter and chemical injection vault, dedicated CT piping, and buried electrical conduit.

9. It is anticipated that the sodium hypochlorite drums/carboys and metering pump will be stored in the existing pump house where the emergency chlorination chemical and equipment is stored. No new building is anticipated.
10. A Project Report and Construction Documents (Agency Review Plans only) will need to be submitted to DOH by the FCA May 15th deadline, and reviewed and approved by WA DOH. A deadline extension may be requested from DOH in writing if necessary.
11. The project is anticipated to occur entirely within the existing City owned parcel.
12. The current Wilson Engineering scope assumes no permitting efforts will be conducted by Wilson at this time.
13. The project is anticipated to be funded by the City of Sumas (no state or federal funding assistance).
14. Permitting, Bidding phase assistance, and Construction phase services are not included at this time and can be negotiated at a later time.

ANTICIPATED TIMELINE

The anticipated timeline is shown in the chart below.



SCOPE OF SERVICES

The services to be performed by Wilson will include and be limited to the those identified on the attached Engineering Services Fee Estimate, Exhibit A.



SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement, but can be negotiated later if needed:

1. Controls (other than the basic required), SCADA, Telemetry, or Integration engineering,
2. Any additional electrical source/service upgrades or design if improvements are needed,
3. Any additional treatment design that may be needed,
4. Water quality testing or lab fees,
5. Paying for permit and application fees,
6. Any permitting other than DOH approvals,
7. Funding Assistance,
8. Structural engineering,
9. Bidding phase assistance,
10. Construction Phase Services,
11. Updating Water System Plan,
12. Updating Operations and Maintenance manuals or program.

INFORMATION PROVIDED BY CLIENT

Wilson shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all relevant information requested by Wilson in a timely manner during the project.

FEE AND BILLING

Wilson will provide the Scope of Services on time and expense basis per the attached Fee Schedule. All permitting, application, and similar project fees will be paid directly by the Client.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Consultant Agreement, which are incorporated by reference. As used in the Consultant Agreement, the term "the Consultant" shall refer to Wilson Engineering, LLC, the term "the Client" shall refer to Beverly Beach Improvement Club, and the term "the AGREEMENT" shall refer to this document.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Consultant Agreement in the spaces provided and return it to us.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.



City of Sumas – Continuous Disinfection Treatment
March 5, 2025
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Very Truly Yours,
WILSON ENGINEERING, LLC

Curt Schoenfelder, PE
Senior Engineer, Partner
Ph: 360-312-3136
Email: cschoenfelder@wilsonengineering.com

Enclosures

- Consultant Agreement
- Scope of Work/Engineering Fee Estimate
- 2025 Billing Rates



City of Sumas Continuous Disinfection Treatment

Existing Source (Wells 4R & 5) CT6 Treatment - Assumes dedicated contact piping and existing building

Prepared by: Wilson Engineering, LLC

Eric Hull, PE, Curt Schoenfelder, PE

Prepared for: City of Sumas

Proposal No.: 2025-014

Date: March 5, 2025

Sub-Consultants

K-Engineers (Electrical)

Task Description	Sub-consultant Work Scope	Principal Engineer	Engineer II	Senior CAD Tech	Sr Survey PLS	Senior Survey Tech	Cost
2025 Rates (\$/hr) =	L.S.	\$240	\$168	\$164	\$ 212	\$ 150	
Task 1 Project Management & Coordination							
Project billing, budget tracking		6					\$ 1,440
Misc. Coordination, meetings, discussions with City of Sumas (includes 1 site visit)		8	16				\$ 4,608
Sub-Total	\$ -	14	16	0	0	0	\$ 6,048
Task 2 Preliminary Design and DOH Project Report							
Water system use analysis for chlorine use/storage requirements, dosing, & contact piping preliminary design and alternatives analysis		12	44				\$ 10,272
Intake, setup basemap with site topographic survey from others, supplement with LIDAR based contours as needed (see Note 2)			2	8	8	12	\$ 5,144
Coordinate additional water quality testing required with the City		2	3				\$ 984
Agency Review Design Plans and Cost Estimate	\$ 1,620.00	8	40	16			\$ 12,884
DOH Project Report, Includes QA/QC, and communication with DOH		12	48				\$ 10,944
Review Draft Project Report and Agency Review Plans and Estimate with City of Sumas, address comments		4	8	4			\$ 2,960
Submit Project Report to DOH Agency Review Plans for review, discuss, address comments		4	8	4			\$ 2,960
Final Project Report and Project Coordination with City of Sumas re; timeline, milestones, deliverables, completion dates.		2	4				\$ 1,152
Sub-Total	\$ 1,620.00	44	157	32	8	12	\$ 47,300
Task 3 Final Design / Construction Documents							
Final Design, including Plans and Details, includes system components for chlorinating wells 4R and 5 only.	\$ 3,240.00	6	32	16			\$ 12,680
Bid Proposal, Contract and Front-end docs (assumes no state or federal funding) (assumes using Sumas standard contract/front-end docs)		4	16				\$ 3,648
Technical Specifications		4	16				\$ 3,648
100%/Bid Documents Plans, and Cost Estimate, submit, address comments (City of Sumas, DOH), Includes QA/QC	\$ 1,620.00	8	12	10			\$ 7,196
Complete final construction/bidding documents		4	8	2			\$ 2,632
Sub-Total	\$ 4,860.00	26	84	28	0	0	\$ 29,804
Project Total	\$ 6,480.00	84	257	60	8	12	\$ 83,152

Notes and Assumptions:

- Does not include any permitting efforts or permit fees. Permitting assistance can be provided if needed in the future.
- Survey data from Freeland will be supplemented with LIDAR only if needed depending on the contact piping design and final location.
- Permitting, Bidding assistance, Construction Phase and Project Closeout phases of work are not included and can be negotiated at a later date if needed.
- Electrical sub-consultant service fees are estimated. These may be more or less and can be finalized at a later time if needed.
- Water quality testing services or lab fees are not included.