



DRAFT AGREEMENT FOR PROFESSIONAL SERVICES

City of Stevenson Facility Plan Review

This Agreement is between the City of Stevenson, hereafter called "City", and Wallis Engineering, PLLC, hereafter called "Engineer", for the Project known as "Stevenson Facility Plan Review".

Effective Date and Duration

This Agreement shall become effective on the date the Agreement is signed. This Agreement shall expire, unless otherwise terminated or extended, on June 30, 2018.

Scope of Services

Subject to the terms of this Agreement, the Engineer shall perform the services outlined in the scope of work contained in Exhibit A, which is attached hereto and by this reference made a part hereof.

Compensation

The City agrees to pay the Engineer a sum not to exceed \$5,664.00 for completion of the work. A fee breakdown is included as Exhibit B to this Agreement. Monthly invoices will be issued by the Engineer for all work performed under this Agreement, and based on time and materials. Wallis Engineering Hourly Rates will be the basis of compensation. These rates are subject to annual calendar year adjustments; include all allowances for salary, overhead and fee; but do not include allowances for Direct Expenses. Wallis Engineering Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to: necessary transportation costs; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with outside consultants; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges. A service charge of 10 percent will be added to Direct Expenses. Invoices are due and payable upon receipt. Interest at the rate of 1½% per month, or the maximum permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

Terms and conditions are listed on page 2.

Wallis Engineering Certification and Signatures

Name: Wallis Engineering, PLLC
Address: 215 W. 4th Street, Suite 200, Vancouver, WA 98660
Federal Tax ID#: 91-1944973
Business Form: PLLC

Payment information will be reported to the IRS under the name and taxpayer ID number provided above.

I, the undersigned, agree to perform work outlined in this Agreement in accordance to the terms and conditions (listed on Page 2 and Exhibit A and made part of this Agreement by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that my business is not in violation of any Washington tax laws; hereby certify that I am an independent contractor.

Approved for Engineer: _____ Date: _____

Name and Title: Robert Wallis, Member

City of Stevenson Signatures

Approved for City: _____ Date: _____
Name and Title: _____

TERMS AND CONDITIONS

1. Authorization to Proceed

Execution of this Agreement by the City will be authorization for Engineer to proceed with the work, unless otherwise provided for in this Agreement.

2. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality, and for this type of project. Except as set forth in this Agreement, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

It is the general intent that services specified in this Agreement to be performed by the ENGINEER, will be delivered using the ENGINEER's standard form and content of drawings, technical specifications, and contract documents. The ENGINEER's standards will be in conformance with applicable local, state and federal standards and requirements.

3. Termination

This Agreement may be terminated for convenience by either party on 30 days' written notice; or for cause, if either party fails to substantially perform in accordance with this Agreement through no fault of the other and does not commence correction of such nonperformance within five days of written notice and diligently complete the correction thereafter. On termination, Engineer will be paid for all authorized work performed up to the termination date.

4. Limitation of Liability

Notwithstanding any other provisions of this Agreement, Engineer's liability for City's damages will not exceed the compensation received by Engineer under this Agreement.

5. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The limitations of liability and indemnities will apply regardless whether Engineer's liability arises under applicable statute or case or common law, including without limitation by reason of enumeration herein, negligence, strict liability or any other type of cause of action, and shall apply to Engineer, its officers, and employees.

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it; jurisdiction being in District or Superior Courts of the State of Washington with venue in Clark County, Washington.

6. Hazardous Substances

To the maximum extent permitted by law, the City will indemnify and defend Engineer and its officers, employees, subconsultants and agents from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on or from the Project.

7. Subsurface Investigations

In soils, foundations, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations,

explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution schedule. To the extent that subsurface investigations affect Project cost and/or execution, Engineer shall notify City as soon as possible and an equitable adjustment in the compensation reflecting increase or decrease in the Project shall be made.

8. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the City and Engineer and has no third party beneficiaries.

Engineer's services are defined solely by this Agreement, and not by any other contract or agreement that may be associated with the Project.

9. Insurance

Engineer shall maintain public liability and property damage insurance which shall protect Engineer from personal injury or property damage claims arising from its negligent performance of work under this Agreement. The limits of liability for such insurance shall be \$1,000,000 combined single limit.

Engineer shall name City as additional insured under the general liability insurance policy, and shall provide proof of insurance for professional and general liability insurance.

10. Disputes

In the event of any dispute arising out of this Agreement, the parties agree to submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules so the American Arbitration Association (AAA) for construction industry disputes, provided that no party objects to arbitration within 30 days after a demand for arbitration is filed with AAA. In any action brought for such dispute, the prevailing party shall be entitled to recover its reasonable costs and attorney fees.

**WALLIS ENGINEERING
EXHIBIT A: SCOPE OF WORK
CITY OF STEVENSON
FACILITY PLAN REVIEW**

December 2017
WE #1448A

GENERAL SCOPE OF PROJECT

This agreement is to provide consulting engineering services to the City of Stevenson to perform a peer review of the City's 2017 General Sewer Plan and Wastewater Facility Plan (Facility Plan). A major component of the Facility Plan is a recommendation for wastewater treatment plant improvements necessary to meet current and projected wastewater flows and loadings. Due to the high cost of the improvements, some community members have questioned the suitability of the Facility Plan recommendations. The purpose of the peer review is to provide a third party assessment as to the suitability of the Facility Plan wastewater treatment plant improvement recommendations. This includes the following tasks:

- Task 1 – Facility Plan Review
- Task 2 – Stakeholder Involvement

For Task 1, we estimate 24 hours of senior engineer time at \$177.00 per hour for a fee \$4,248. For Task 2, we estimate a minimum of 8 hours of time at \$177.00 per hour for a fee of \$1,416. The 8 hour time for Task 2 assumes two meetings with City staff and stakeholders.

A detailed scope of work includes the tasks outlined below.

SCOPE OF WORK

Task 1 Facility Plan Peer Review

Task 1 Objective: To review the Facility Plan for suitability of recommendations and accuracy of cost estimates, and assess opportunities for short and long-term cost savings. In conjunction, assess opportunities for interim measures to improve treatment performance prior to construction.

Task 1 Approach:

1.1 Site Visit. Visit the wastewater treatment plant to discuss operations with the contract operator and evaluate for opportunities to improve operations.

1.2 Review Facility Plan. Review the latest version of the facility plan.

1.3 Prepare Letter #1. Summarize the findings of peer review in a signed letter.

Task 1 Deliverables:

- Letter – Summary of Peer Review

Task 2 Stakeholder Involvement

Task 2 Objective: To meet with City staff and stakeholders identified by the City to discuss the findings of the peer review.

Task 2 Approach:

2.1 Meeting #1. Meet with City staff and stakeholders discuss peer review.

Task 2 Assumptions:

- Two meetings with City staff and stakeholders.