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**AGREEMENT FOR PROFESSIONAL SERVICES
City Of Camas Septic Receiving Station Improvements**

This Agreement is between the City of Camas, hereafter called "City", and Wallis Engineering, PLLC, hereafter called "Engineer", for the Project known as "City Of Camas Septic Receiving Station Improvements".

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 July 31, 2016.

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 \$48,560 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: 9/14/15

Name and Title: Adam Crafts, Member

City of Camas Signatures

Approved for City: _____

Date: Sept. 8, 2015

Name and Title: Scott Higgins, Mayor

Document#

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 Camas Camas Septic Receiving Station Improvements July 17, 2015

PROJECT DESCRIPTION AND GENERAL SCOPE

The City of Camas Wastewater Treatment Plant has an onsite a septic receiving facility that receives approximately 45,000 gallons per week for 20 weeks out of the year. This facility is not open to the public. The facility was installed in the late 1990's with a plant expansion and consists of a float activated bar screen in a concrete channel to remove larger solids and rags that can clog the downstream pumps that convey the septic sewage into the front end of the treatment plant. The City has identified the need to replace the facility's bar screen because it does not consistently separate rags and wipes from the sewage stream, requires regular maintenance, and needs reduced influent rates to prevent overflows. Secondary improvements to the facility would include odor control, sanitary improvements for the operators and isolation valves for shallow pipe connections to the channel.

Wallis Engineering has been hired to provide professional services for this project, which will include the evaluation of replacement options for the existing bar screen system, completion of preliminary design, preparation of contract documents and assistance with bidding, and construction engineering services.

SPECIFIC SCOPE OF WORK

Task 1 Establish Project Scope and Design Data

This task will define the project design criteria, scope of work, collect field information, and prepare the project base drawings.

- 1.1 **Define Project Objectives and Design Criteria.** Meet with City Staff to review project objectives, identify design criteria and visit the site.
- 1.2 **Review Data.** Review asbuilt drawings and other background information as provided by the City.
- 1.3 **Field Survey and Base Drawings.** A field visit will be made to confirm measurement of facilities and space available, and drafted into base drawings to be utilized for project design.

Task 2 Preliminary Design

This task includes work to complete preliminary design of the proposed septic station replacement as described in the following tasks.

- 2.1 **Alternative Analysis.** Wallis Engineering will examine up to three alternative improvements to the facility. These will include a drum screen above-grade package station, a rotary screw conveyor above-grade package station, and a rotary sewer conveyor screen that is mounted into the existing channel. The analysis will identify the

feasibility, extents of demolition to the existing facility, electrical and water supply needed, ability to complete secondary improvements and cost.

- 2.2 **Preliminary Design Memorandum.** A preliminary design memorandum will be prepared summarizing the alternatives and identifying a preferred alternative. The draft memorandum will be discussed at a meeting with City staff and will be finalized following City review and comment.

Task 3 Prepare Contract Documents

Develop contract documents for procurement/bidding of the project based on the design criteria established during preliminary design.

- 3.1 **60% Design Package.** A design package at the 60% design level will be prepared and submitted for City review. The anticipated plan sheets include a Cover Sheet, General Notes and Legend Sheet, Existing Conditions Plan, Demolition Plan, Mechanical Plan and Sections, and Mechanical Details Sheet. Specifications will be provided in 2004 CSI format and combined with City front end documents. A 60% construction cost estimate and bid item list will be submitted with the plans. A meeting will be held with City staff to discuss review comments.
- 3.2 **Final Plans, Specifications and Estimate.** The City's 60% submittal review comments will be incorporated into the final plans and specifications and a master set of signed contract documents will be provided to the City in PDF format to distribute through its online bidding system. A final engineer's opinion of cost will be submitted.
- 3.3 **Structural and Electrical Design (Contingency Task).** It is not anticipated that significant structural or electrical design will be needed to complete this project, however, this cannot be certain until a preferred alternative has been identified. Therefore, an allotment for a structural and electrical engineering sub-consultant is included in the fee estimate. This contingency task will be negotiated and authorized only if needed and approved by the City.

Task 4 Bidding Services

Wallis Engineering will provide bidding services to the City, including: attending a pre-bid meeting in Camas, responding to bidder's questions, and preparing addenda, as required. Following the opening of bids, the bid tab and summary sheet of all bidder questions and responses will be provided to the City. The apparent low bidder's documents, bonds, and licenses will be reviewed prior to presenting a bid award recommendation to the City.

Task 5 Construction Services

Wallis Engineering will provide construction engineering support as requested by the City of Camas. It is assumed that the City will lead inspection efforts and Wallis will provide support services that include attending a pre-construction meeting, reviewing equipment submittals and periodic inspection of the work.

Assumptions:

- Topographic surveying will not be needed.
- The City will handle procurement for any sole source equipment selected.

- The City will distribute the contract documents, maintain a planholder's list, and distribute addenda as needed.
- Construction staking and quality control testing is assumed to be provided by the contractor.
- The preliminary design memorandum will outline criteria that will form the basis of detailed design.
- Equipment manufacturers (P.E.W.E., Westech, Enviro-Care, and John Meunier) for purposes of determining feasibility and space requirements for installation will be limited to the products provided by the City.

P:\14\1403A SEPTIC RECEIVING STATION IMPROVEMENTS\100 AGREEMENT (CONTRACT)\102 BASE CONTRACT\EXHIBIT A SCOPE - CAMAS SEPTIC RECEIVING STATION IMPROVEMENTS - VER A.DOC

Agreement
Exhibit B - Fee Estimate
Camas Septic Receiving Station Improvements
 WE #1403A
 17-Jul-15

TASK	E2	E4	SD	T1	C1	Staff Cost	Expenses	Electrical	Structural	Total Cost
Task 1 Establish Project Scope and Design Data										
1.1 Define Project Objectives and Design Criteria	\$135	\$96	\$115	\$90	\$66					
1.2 Review Data	4		8			\$1,460	\$20 (M)			\$1,480
1.3 Field Survey and Base Drawing	4	8	8	12		\$1,460	\$20 (M)			\$1,460
TASK 1 SUBTOTAL	12	8	24	12	0	\$6,228	\$40	\$0	\$0	\$6,268
Task 2 Preliminary Design										
2.1 Alternative Analysis	8	16	12	6	4	\$4,800				\$4,800
2.2 Pre-design Memorandum	8	16	4	4	6	\$3,832				\$3,832
TASK 2 SUBTOTAL	16	32	16	10	10	\$8,632	\$0	\$0	\$0	\$8,632
Task 3 Prepare Contract Documents										
3.1 60% Design Package	8	32	24	24	4	\$9,336				\$9,336
3.2 Final Plans, Specifications, and Estimate	8	24	24	24	4	\$6,568	\$50 (P)			\$8,618
3.3 Structural and Electrical Design (Contingency)	6					\$810		\$5,500	\$5,500	\$11,810
TASK 3 SUBTOTAL	16	56	48	48	8	\$17,904	\$50	\$5,500	\$5,500	\$28,964
Task 4 Bidding Services										
Bidding Services		8	6			\$1,458				\$1,458
Task 4 SUBTOTAL	0	8	6	0	0	\$1,458	\$0	\$0	\$0	\$1,458
Task 5 Construction Services										
Construction Services	4	8	16			\$3,148	\$100 (M)			\$3,248
Task 5 SUBTOTAL	4	8	16	0	0	\$3,148	\$100	\$0	\$0	\$3,248
GRAND TOTAL	48	112	110	70	18	\$37,370	\$190	\$5,500	\$5,500	\$48,560

FEE SUMMARY			
Staff	Hours	Rate	Fees
E2 - Engineer 2 (PM)	48	\$135	\$6,480
E4 - Engineer 4	112	\$96	\$10,752
SD- Senior Designer	110	\$115	\$12,650
T1 - Technician 1	70	\$90	\$6,300
C1 - Clerical 1	18	\$66	\$1,188
Total Fees from Staff			\$37,370
Subconsultant			
Electrical			\$5,500
Structural			\$5,500
Total fees for Subconsultant			\$11,000
NOTE: Fee includes 10% markup			
Expenses			Cost
Printing (P)			\$50
Mileage (M)			\$140
Total Fees from Expenses			\$190
TOTAL BUDGET			\$48,560



2015 RATE SCHEDULE

<u>Staff</u>	<u>Rate</u>
Quality Control Manager	\$185.00/hour
Principal Engineer	\$175.00/hour
Engineer 1	\$145.00/hour
Engineer 2	\$135.00/hour
Engineer 3	\$118.00/hour
Engineer 4	\$96.00/hour
Engineer 5	\$90.00/hour
Engineer 6	\$80.00/hour
Inspector	\$90.00/hour
Senior Designer	\$115.00/hour
Technician 1	\$90.00/hour
Technical Writer	\$80.00/hour
Clerical 1	\$66.00/hour

- These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.