wallis
*engineering

Agreement for Professional Services
City of Camas | Camas Gravity Thickener Rehabilitation

This Agreement is between the City of Camas, hereafter called "City", and Wallis Engineering, PLLC, hereafter called "Engineer", for the Project known as "Camas Gravity Thickener Rehabilitation".

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 December 31,2020.

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 $62,293.64 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

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: 8/8/2019

Name and Title: Jane Vail, Principal Engineer

City of Camas 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.

PROJECT BACKGROUND

The City of Camas wastewater treatment plant utilizes a gravity thickener to thicken primary sludge prior to anaerobic digestion. The thickener was originally constructed in 2002, and the center well and rake arm mechanisms were replaced recently due to a failure event caused by heavy corrosion. The remaining metal and concrete components above the water level also exhibit corrosion damage, necessitating repair and/or replacement. The corrosion damage was documented in the June 2017 *City of Camas WWTP and Pump Station Condition Assessment Report* (HDR), which recommended rehabilitating the gravity thickener.

In 2018, the City of Camas (City) retained Wallis Engineering (Wallis) to complete a more detailed evaluation of the gravity thickener and provide recommendations for improvements. The evaluation was summarized in the City of Camas Gravity Thickener Evaluation Final Report (Report), which recommended the following improvements:

- Rehabilitate the concrete basin effluent launder by removing deteriorated concrete, rebuild to the original thickness with repair mortar, and coat with an epoxy coating system.
- Recoat the cover system steel frame and walkway.
- Replace the gravity thickener mechanism with stainless steel components.
- Replace conduit and wiring.
- Recoat miscellaneous piping, including the dilution water piping and washdown water piping.

The Report also evaluated operational problems with the piping from the grit classifier equipment to the gravity thickener, which occasionally overflows into the offline classifier and occasionally into the grit classifier room. Several operational changes were identified that had the potential to solve the overflow problem, but the City found that they did not fully prevent overflows. Therefore, additional investigations into the piping system are recommended. Because these investigations will be significantly easier to perform when the gravity thickener is offline, the City intends to complete the investigations concurrently with the gravity thickener rehabilitation.

This scope of work is for engineering services for the gravity thickener rehabilitation design and influent piping system investigation.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2020.

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective:

Provide project management and administration for work associated with the project. This task includes technical and financial management of the project from project start up through final design.

1.1 General Project Management and Administration

Wallis Engineering will provide comprehensive project management to ensure the scope, schedule and budget are met including schedule updates, coordination, and direction to City staff and design team to successfully complete the project. This task also includes providing monthly updates to the City on project status. Project management will include the following:

- Provide comprehensive project management to ensure the scope, schedule and budget are met. Provide a point contact person for the City while coordinating with the project team.
- Schedule and attend coordination meetings with the City Project Manager and other staff at their request. These would be in addition to meetings outlined in tasks below.
- Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status and schedule status. Billings will include staff, title, hourly rate, and hours charged to the project.
- Wallis will lead a kickoff meeting with key team members and City staff to review the recommendations of the Report and confirm the basis of design.

Task 1 Assumptions:

- Project management will occur over a 12-month project duration
- Up to two (2) coordination meetings

Task 1 Deliverables:

- Kickoff meeting agenda and minutes
- Monthly invoices and status reports

TASK 2 DESIGN

Objective:

To produce contract documents for the rehabilitation of the gravity thickener and associated work.

2.1 50% Design

Wallis will prepare the 50% design package, which will include 50% plans and cost estimate. Fifty percent plans will convey the overall design intent without all of the callouts, details or sections. The purpose of the 50% design package is to confirm design requirements. The design package will also include influent piping investigation requirements, such as cleaning and television inspection, that will also be procured under the construction contract. Wallis will submit the 50% design package to the City for review and attend a review meeting to discuss City comments.

2.2 90% Design

Comments from the 50% review will be incorporated into the design, and Wallis will prepare the 90% design package. The 90% design package will include plans, specifications, and cost estimates. Wallis will submit the 50% design package to the City for review and attend a review meeting to discuss comments.

2.3 Final Design

Comments from the 90% review will be incorporated into the design, and Wallis will prepare the final design package. The final design package will include bid ready plans, specifications, and final cost estimates.

2.4 Electrical Design Allocation (Contingency Task)

Electrical engineering design is not expected to be required for this work. However, if in the course of design it becomes apparent that electrical design is necessary, this allocation will be used.

Task 2 Assumptions

- All proposed work, including the influent piping investigations (cleaning and television inspection), will be packaged in a single construction contract.
- As-built drawings and field measurements will be sufficient for design, and no survey will be required.
- No structural engineering will be required.
- The existing motor control centers (MCC) and conduit will be reused.
- The City's system integrator will be responsible for integrating the new gravity thickener inputs/outputs into the existing SCADA system.
- Work will be procured via small works roster.
- Specifications will be prepared in Construction Specifications Institute (CSI) format, with front end documents provided by the City.
- Design drawings will consist primarily of red-lined as-built drawings and photos.
- Final design drawings will include the following sheets:
    - Cover Sheet, Vicinity Map, and Index of Sheets
    - General Notes, Legend, and Abbreviations
    - Demolition Plan I
    - Demolition Plan II
    - Influent Piping Cleaning and Investigation Plan
    - Gravity Thickener Rehabilitation I
    - Gravity Thickener Rehabilitation II
    - Grit Classifier Effluent Piping Modifications
    - Details I
    - Details II

Task 2 Deliverables

- 50%, 90%, and final design packages.
- Meeting agenda and minutes for 50% and 90% design review meetings.

TASK 3 BIDDING AND CONSTRUCTION PHASE SERVICES

Objective:

To provide engineering services during bidding and construction.

3.1 Bidding Services

Wallis 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.

3.2 Submittals and Request for Information

Wallis will review and respond to contractor submittals and requests for information (RFIs).

3.2 Construction Inspection

Wallis will provide inspection at several key points during construction, and on an as-needed basis. Specific work items requiring inspection are expected to include:

- Concrete surface preparation, concrete repair, and concrete coatings (four site visits).
- Steel cover frame surface preparation, repairs, and coating application (three site visits)

In addition to the work items above, up to five site visits are also anticipated for inspection of piping modifications, gravity thickener mechanism installation, and other miscellaneous work items.

Task 3 Assumptions

- Preparation of up to two (2) addenda.
- The City will distribute the contract documents, maintain a planholder's list, and distribute addenda as needed.
- Construction staking and quality control testing will be provided by the contractor.
- If the influent piping investigations illuminate problems that require additional work to fix, additional design time will be required.
- Twelve (12) half-days of inspection will be required.

Task 3 Deliverables

- Addenda (if needed)
- Submittal review comments
- RFI responses
- Inspector reports

TASK 4 INFLUENT PIPING INVESTIGATION

Objective:

To provide engineering oversight, support, and recommendations during influent piping investigations.

4.1 Influent Piping Investigations

Wallis will coordinate with the construction contractor during influent piping investigations and observe the investigations onsite. The investigation results will be evaluated and summarized in a memorandum, along with recommendations for additional work if necessary. This task allocates 48-hours of time for this work; if the investigations uncovers significant problems that require additional engineering work, more time may be required.

Task 4 Assumptions:

- Wallis will attend two full day site visits during the influent piping investigations.
- The gravity thickener rehabilitation contractor will be responsible for investigation work, including cleaning and televising the pipe.

Task 1 Deliverables:

- Influent Piping Investigation Memorandum

Agreement
Exhibit B - Fee Estimate
City of Camas - Gravity Thickener Rehabilitation
WE #1462B
August 2019

TASK		SE	E4	E6	T1	TW	C1	Staff Cost	Expenses		Subconsultant Electrical	Total Cost
		$190.74	$121.38	$93.84	$106.08	$95.90	$81.60					
Task 1	**Project Management and Administration**											
1.1	General Project Management and Administration	6	24	4			4	$ 4,759.32	$ 18.00	(M)		$ 4,777.32
	TASK 1 SUBTOTAL	**6**	**24**	**4**	**0**	**0**	**4**	**$ 4,759.32**	**$ 18.00**		**$ -**	**$ 4,777.32**
Task 2	**Design**											
2.1	50% Design	12	40	56	32		2	$ 15,956.88	$ 18.00	(M)		$ 15,974.88
2.2	90% Design	8	32	48	24		2	$ 12,623.52				$ 12,623.52
2.3	Final Design	4	16	24	8		2	$ 5,969.04				$ 5,969.04
2.4	Electrical Design Allocation (Contingency Subtask)							$ -			$ 5,000.00	$ 5,000.00
	TASK 2 SUBTOTAL	**24**	**88**	**128**	**64**	**0**	**6**	**$ 34,549.44**	**$ 18.00**		**$ 5,000.00**	**$ 39,567.44**
Task 3	**Bidding and Construction Phase Services**											
3.1	Bidding Services	2	8	8				$ 2,103.24		(P)		$ 2,103.24
3.2	Submittals and Requests for Information	2	8	16				$ 2,853.96				$ 2,853.96
3.3	Construction Inspection	4	36	24				$ 7,384.80	$ 36.00	(M)		$ 7,420.80
	TASK 3 SUBTOTAL	**8**	**52**	**48**	**0**	**0**	**0**	**$ 12,342.00**	**$ 36.00**		**$ -**	**$ 12,378.00**
Task 4	**Influent Piping Investigation**											
4.1	Influent Piping Investigations	4	24	20				$ 5,552.88	$ 18.00	(M)		$ 5,570.88
	TASK 4 SUBTOTAL	**4**	**24**	**20**	**0**	**0**	**0**	**$ 5,552.88**	**$ 18.00**		**$ -**	**$ 5,570.88**
	GRAND TOTAL	**42**	**188**	**200**	**64**	**0**	**10**	**$ 57,203.64**	**$ 90.00**		**$ 5,000.00**	**$ 62,293.64**

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				
Staff	**Hours**		**Rate**	**Fees**
SE - Senior Engineer	42	$	190.74	$ 8,011.08
E1- Engineer 1	0	$	174.42	$ -
E2 - Engineer 2	0	$	162.18	$ -
E3 - Engineer 3	0	$	138.72	$ -
E4 - Engineer 4 (PM)	188	$	121.38	$ 22,819.44
E5- Engineer 5	0	$	104.04	$ -
E6 -Engineer 6	200	$	93.84	$ 18,768.00
SD- Senior Designer	0	$	133.62	$ -
Inspector	0	$	100.98	$ -
T1 - Technician 1	64	$	106.08	$ 6,789.12
TW- Technical Writer	0	$	95.90	$ -
C1 - Clerical 1	10	$	81.60	$ 816.00
Total Fees from Staff				***$ 57,203.64***
Subconsultant				**Fees**
Electrical				$ 5,000.00
Total Fees from Subconsultants				***$ 5,000.00***
NOTE: Fee includes 10% markup				
Expenses				**Cost**
Printing (P)				$ -
Mileage (M)				$ 90.00
Total Fees from Expenses				***$ 90.00***
TOTAL BUDGET				**$ 62,293.64**

EXHIBIT B

RATE SCHEDULE

Rates are effective thru December 31, 2020

Staff	Hourly Rate
Senior Engineer	$190.74
Engineer 1	$174.42
Engineer 2	$162.18
Engineer 3	$138.72
Engineer 4	$121.38
Engineer 5	$104.04
Engineer 6	$93.84
Senior Designer	$133.62
Inspector	$100.98
Technician 1	$106.08
Technical Writer	$95.90
Clerical 1	$81.60

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%.