

**CITY OF WHITE SALMON
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and Anderson Perry & Associates., hereafter called Contractor. City's Contract Administrator for this contract is Andrew Dirks, Public Works Director.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2024.

Statement of Work

- (a) This contract is for Water and Wastewater Engineering Services.
- (b) The owner will compensate the consultant for performing "Consulting Services" on a time and material basis, plus direct reimbursable expenses not to exceed \$10,000 per year, per the Consultant's current hourly fee schedule, attached as Exhibit A.
- (c) Each specific project or service provided under this contract, excluding consulting services as identified in item B of this section, will require a task order/scope of work with estimated hours and costs associated with the project or service to be approved by the City of White Salmon.

Consideration

- (a) City agrees to pay Contractor for time, materials and expenses incurred in the performance of duties as identified in each approved task order/scope of work and up to \$10,000 per year for Consultant Services as identified in Statement of Work item B.
- (b) Monthly invoices shall be submitted to the City itemizing all time, materials and expenses incurred as planning consultant to the City, breaking down such expenses by project. Costs for time, materials and expenses shall be pursuant to Anderson Perry & Associates' fee schedule as provided in Exhibit A.

Amendments

The terms of this contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by both parties.

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Anderson Perry & Associates, Inc.	Address:	214 E Birch Street Walla Walla, WA 99362
Federal Tax ID No:	Phone:	509-529-9260
	Email:	

Citizenship:	Non resident alien	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Business Designation (Check one):	<input type="checkbox"/>	Individual	<input type="checkbox"/>	Sole Proprietorship	
	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Estate/Trust	
	<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Public Service Corporation	
	<input type="checkbox"/>	Governmental/Nonprofit			

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

I, the undersigned: agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference hereby certify under penalty of perjury that I/my business am not/is no in violation of any Washington tax laws; and thereby certify I am an independent contractor. As noted in No. 21 of the Standard Contract Provisions, where required for Federal funding, Contractor certifications and signatures apply to Exhibits C and D.

Approved by the Contractor: _____
Signature Date

Approved by the City: _____
Marla Keethler, Mayor Date

Approved by Council: _____
Date

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provide by law or under this contract.

8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

9. State Tort Claims Act

Contractor is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City their officers, agents and employees from all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b). Indemnity-Claims for Professional Liability

Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of he contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americana with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Klickitat County.

23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract.

24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



2023 HOURLY FEE SCHEDULE

Effective January 1, 2023

PROFESSIONAL TECHNICAL STAFF

TECHNICIANS		ENGINEERING		ARCHAEOLOGY	
Technician I	\$ 70.00	Engineering Technician I	\$110.00	Archaeological Technician I.....	\$ 70.00
Technician II	\$ 80.00	Engineering Technician II	\$115.00	Archaeological Technician II.....	\$ 75.00
Technician III	\$ 85.00	Engineering Technician III	\$120.00	Staff Archaeologist I.....	\$ 85.00
Technician IV	\$ 90.00	Engineering Technician IV	\$125.00	Staff Archaeologist II.....	\$ 90.00
Technician V	\$100.00	Engineering Technician V	\$130.00	Project Archaeologist I.....	\$ 95.00
Technician VI.....	\$105.00	Project Engineer I	\$135.00	Project Archaeologist II.....	\$100.00
Technician VII.....	\$110.00	Project Engineer II	\$145.00	Senior Archaeologist I.....	\$105.00
Senior Technician I.....	\$115.00	Project Engineer III	\$150.00	Senior Archaeologist II.....	\$140.00
Senior Technician II.....	\$120.00	Project Engineer IV.....	\$165.00		
Senior Technician III.....	\$125.00	Project Engineer V	\$170.00	PROJECT REPRESENTATIVES	
Senior Technician IV.....	\$130.00	Project Engineer VI.....	\$175.00	Project Representative I	\$100.00
Senior Technician V.....	\$140.00	Project Engineer VII.....	\$180.00	Project Representative II	\$105.00
Senior Technician VI.....	\$145.00	Senior Engineer I	\$190.00	Project Representative III.....	\$110.00
Senior Technician VII.....	\$150.00	Senior Engineer II	\$195.00	Project Representative IV	\$115.00
Senior Technician VIII.....	\$160.00	Senior Engineer III	\$200.00		
Senior Technician IX.....	\$180.00	Senior Engineer IV	\$205.00	OVERTIME	
Senior Technician X.....	\$195.00	Senior Engineer V	\$210.00	Overtime Surcharge	\$ 35.00
		Senior Engineer VI	\$215.00		
		Senior Engineer VII	\$225.00		
		Senior Engineer VIII	\$235.00		

SURVEYORS, EQUIPMENT, AND OTHER

Survey Technician I	\$ 75.00	Professional Land Surveyor II ..	\$155.00	Resource Grade GPS	\$ 25.00
Survey Technician II	\$ 80.00	Professional Land Surveyor III .	\$165.00	Electrofisher.....	\$ 30.00
Survey Technician III	\$ 95.00	Professional Land Surveyor IV .	\$175.00	Unmanned Aircraft System	
Survey Crew Chief I	\$105.00	Professional Land Surveyor V ..	\$185.00	(UAS/Drone)	\$ 50.00
Survey Crew Chief II	\$110.00	GPS Total Station	\$ 45.00	GIS RTK GPS/GNSS Unit.....	\$ 35.00
Survey Crew Chief III	\$120.00	Robotic Survey Station	\$ 35.00	Procure Project Management	
Survey Crew Chief IV	\$155.00	Total Station	\$ 30.00	Software (\$/Month/\$1M	
Professional Land Surveyor I	\$145.00	ATV (4-hour minimum)	\$ 35.00	Construction Project Cost)...	\$110.00

OUT OF TOWN WORK

Mileage will be charged at the applicable IRS rate for vehicles, which is \$0.655 per mile for standard highway vehicles as of January 1, 2023. Mileage will be charged at \$0.75 per mile for vans and pickup trucks. Subsistence will be charged either per diem or actual cost, per contract. Lodging will be billed at actual cost.

OTHER

Other miscellaneous, direct, and outside expenses, including special Consultants, will be charged at actual cost plus 10%.

Expert Witness will be charged at two times the standard hourly rate.

All accounts unpaid 30 days after date of invoice may be charged a service fee of 1.0% per month.

This Hourly Fee Schedule is revised annually on or around January 1.

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