



**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. 6.B.
For Meeting of: July 5, 2016

ITEM TITLE: Resolution authorizing an agreement with Perteet, Inc., in an amount not to exceed \$45,000, to prepare design engineering plans for the Lion's Pool Improvements

SUBMITTED BY: Brett Sheffield, Chief Engineer – 576-6797

SUMMARY EXPLANATION:

In April 2015, the consulting firm of Counsilman-Hunsaker completed a swimming pool assessment of Lions Pool to: identify conditions that are substandard in the pool; identify equipment that is not functional or not operating as designed; and, to assist in defining a course of action regarding any necessary updates, repairs or modifications that need to be made to the pool or pool systems. Some of the items that need to be repaired soon include: replace the recirculation pump; install a new filtration system; replace pool piping from main drains to surge tank; and, replace the bulkhead.

In order to select a consulting firm to develop the plans detailing the improvements, the City followed the procedures established by the State of Washington to select and recommend a professional firm using the Municipal Research and Service Center Professional Services roster process to select a firm to prepare the engineering plans detailing the desired pool improvements.

As Perteet, Inc. was determined to be qualified to perform the needed design work, the costs to perform this work have been negotiated, and a professional services agreement has been developed in an amount not to exceed \$45,000. A copy of the professional services agreement is attached for review.

ITEM BUDGETED:

STRATEGIC PRIORITY:

APPROVED FOR SUBMITTAL:

A handwritten signature in cursive script, reading "Jeff Carter".

Interim City Manager

STAFF RECOMMENDATION:

Adopt resolution.

BOARD/COMMITTEE RECOMMENDATION:

The Parks Commission recommends Council approve the agreement and resolution.

ATTACHMENTS:

Description	Upload Date	Type
📎 Resolution	6/24/2016	Cover Memo
📎 Professional Service Agreement	6/24/2016	Cover Memo

RESOLUTION NO. 2016 -

A RESOLUTION authorizing the City Manager to execute a Professional Services Agreement with Perteet, Inc., not to exceed \$45,000, to prepare design engineering plans for the Lion's Pool Improvements.

WHEREAS, Lion's Pool is the only public indoor swimming facility in Yakima and is important to the quality of life for citizens', as well as, the facility used by the City's High Schools for the swimming teams; and,

WHEREAS, due to the recommendations of the 2015 Swimming Pool Assessment performed for Lion's Pool, funds have been budgeted to make some of the most important improvements to Lion's Pool; and

WHEREAS, the City desires to hire an engineering consulting firm to develop the plans and specifications required to make these improvements; and,

WHEREAS, the City of Yakima has followed the procedure established by the State of Washington to select and recommend a professional firm using the Municipal Research and Service Center Professional Services Roster process to select a firm to perform the design work; and

WHEREAS, Perteet, Inc. was determined to be qualified to perform the needed design work; and

WHEREAS, the Scope of Work and Budget included in this Professional Services Agreement meet the needs and requirements of the City of Yakima for this project, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute the Professional Services Agreement with Perteet, Inc., attached hereto and incorporated herein by this reference not to exceed Forty-Five Thousand Dollars (\$45,000) to provide the Professional Services as described in the Agreement.

ADOPTED BY THE CITY COUNCIL this 5th day of July, 2016.

Avina Gutiérrez, Mayor

ATTEST:

Sonya Claar-Tee, City Clerk

For City of Yakima Use Only:
Contract No. _____
Project No. _____
Resolution No. _____
SOQ No. _____

**AGREEMENT
BETWEEN
CITY OF YAKIMA, WASHINGTON
AND
PERTEET, INC.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on this _____ day of _____, 2016, by and between the City of Yakima, Washington, a municipal corporation with its principal office at 129 North Second Street, Yakima, WA 98901, hereinafter referred to as "CITY", and Perteet, Inc., with its principal office at 2707 Colby Avenue, Suite 900, Everett, WA 98201, hereinafter referred to as "ENGINEER"; said corporation and its principal engineers are licensed and registered to do business in the State of Washington, and will provide professional services under this Agreement for Lions Park Pool Improvements Project on behalf of the City of Yakima, Project No. _____, herein referred to as the "PROJECT."

WITNESSETH:

RECITALS

WHEREAS, CITY desires to retain the ENGINEER to provide engineering services for design and construction of the PROJECT, as described in this Agreement and subsequent Amendments thereto; and

WHEREAS, ENGINEER represents that it has available and offers to provide personnel with knowledge and experience necessary to satisfactorily accomplish the work within the required time and that it has no conflicts of interest prohibited by law from entering into this Agreement;

NOW, THEREFORE, CITY and ENGINEER agree as follows:

SECTION 1 INCORPORATION OF RECITALS

1.1 The above recitals are incorporated into these operative provisions of the Agreement.

SECTION 2 SCOPE OF SERVICES

- 2.0.1 ENGINEER agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of ENGINEER shall not be construed to exceed those services specifically set forth herein.
- 2.0.2 ENGINEER shall use its best efforts to maintain continuity in personnel and shall assign, Kirk Holmes as Principal-in-Charge throughout the term of this Agreement unless other personnel are approved by the CITY.
- 2.1 Basic Services: ENGINEER agrees to perform those tasks described in Exhibit A, entitled "Lions Park Pool Improvements Scope of Services" (WORK) which is attached hereto and made a part of this Agreement as if fully set forth herein.
- 2.2 Additional Services: CITY and ENGINEER agree that not all WORK to be performed by ENGINEER can be defined in detail at the time this Agreement is executed, and that additional WORK related to the Project and not covered in Exhibit A may be needed during performance of this Agreement. CITY may, at any time, by written order, direct the ENGINEER to revise portions of the PROJECT WORK previously completed in a satisfactory manner, delete portions of the PROJECT, or request that the

ENGINEER perform additional WORK beyond the scope of the PROJECT WORK. Such changes hereinafter shall be referred to as "Additional Services."

- 2.2.1 If such Additional Services cause an increase or decrease in the ENGINEER'S cost of, or time required for, performance of any services under this Agreement, a contract price and/or completion time adjustment pursuant to this Agreement shall be made and this Agreement shall be modified in writing accordingly.
 - 2.2.2 Compensation for each such request for Additional Services shall be negotiated by the CITY and the ENGINEER according to the hourly rates set forth in Exhibit C, attached hereto and incorporated herein by this reference, and if so authorized, shall be considered part of the PROJECT WORK. The ENGINEER shall not perform any Additional Services until so authorized by CITY and agreed to by the ENGINEER in writing.
- 2.3 The ENGINEER must assert any claim for adjustment in writing within thirty (30) days from the date of the ENGINEER's receipt of the written notification of change.

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 CITY-FURNISHED DATA: The CITY will provide to the ENGINEER all technical data in the CITY'S possession relating to the ENGINEER'S services on the PROJECT including information on any pre-existing conditions known to the CITY that constitute hazardous waste contamination on the PROJECT site as determined by an authorized regulatory agency.
- 3.2 ACCESS TO FACILITIES AND PROPERTY: The CITY will make its facilities reasonably accessible to ENGINEER as required for ENGINEER'S performance of its services and will provide labor and safety equipment as reasonably required by ENGINEER for such access.
- 3.3 TIMELY REVIEW: The CITY will examine the ENGINEER'S studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner. Such examinations and decisions, however, shall not relieve the ENGINEER of any contractual obligations nor of its duty to render professional services meeting the standards of care for its profession.
- 3.4 CITY shall appoint a CITY'S Representative with respect to WORK to be performed under this Agreement. CITY'S Representative shall have complete authority to transmit instructions and receive information. ENGINEER shall be entitled to reasonably rely on such instructions made by the CITY'S Representative unless otherwise directed in writing by the CITY, but ENGINEER shall be responsible for bringing to the attention of the CITY'S Representative any instructions which the ENGINEER believes are inadequate, incomplete, or inaccurate based upon the ENGINEER'S knowledge.
- 3.5 Any documents, services, and reports provided by the CITY to the ENGINEER are available solely as additional information to the ENGINEER and will not relieve the ENGINEER of its duties and obligations under this Agreement or at law. The ENGINEER shall be entitled to reasonably rely upon the accuracy and the completeness of such documents, services and reports, but shall be responsible for exercising customary professional care in using and reviewing such documents, services, and reports and drawing conclusions there from.

SECTION 4 AUTHORIZATION, PROGRESS, AND COMPLETION

- 4.1 In signing this Agreement, CITY grants ENGINEER specific authorization to proceed with WORK described in Exhibit A. The time for completion is defined in Exhibit A, or as amended.

SECTION 5 COMPENSATION

- 5.1 COMPENSATION ON A TIME SPENT BASIS AT SPECIFIC HOURLY RATES: For the services described in Exhibit A, compensation shall be according to Exhibit C - Schedule of Specific Hourly Rates, attached hereto and incorporated herein by this reference. The estimated cost to perform this work, on a time spent basis, plus reimbursement for direct non-salary expenses is as shown in Exhibit B.
- 5.1.1 DIRECT NON-SALARY EXPENSES: Direct Non-Salary Expenses are those costs incurred on or directly for the PROJECT including, but not limited to, necessary transportation costs, including current rates for ENGINEER'S vehicles; meals and lodging; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with other outside nonprofessional services and facilities; special CITY-requested and PROJECT-related insurance and performance warranty costs; and other similar costs. Reimbursement for Direct Non-Salary Expenses will be on the basis of actual charges plus a reasonable markup, not to exceed ten percent (10%) and on the basis of current rates when furnished by ENGINEER. Estimated Direct Non-Salary Expenses are shown in Exhibit B.
- 5.1.1.1 Travel costs, including transportation, lodging, subsistence, and incidental expenses incurred by employees of the ENGINEER and each of the Subconsultants in connection with PROJECT WORK; provided, as follows:
- ♦ That a maximum of U.S. INTERNAL REVENUE SERVICE allowed cents per mile will be paid for the operation, maintenance, and depreciation costs of company or individually owned vehicles for that portion of time they are used for PROJECT WORK. ENGINEER, whenever possible, will use the least expensive form of ground transportation.
 - ♦ That reimbursement for meals inclusive of tips shall not exceed a maximum of forty dollars (\$40) per day per person. This rate may be adjusted on a yearly basis.
 - ♦ That accommodation shall be at a reasonably priced hotel/motel.
 - ♦ That air travel shall be by coach class, and shall be used only when absolutely necessary.
- 5.1.2 Telephone charges, computer charges, in-house reproduction charges, first class postage, and FAX charges are not included in the direct expense costs, but are considered included in the Schedule of Specific Hourly Billing Rates.
- 5.1.3 Professional Subconsultants. Professional Subconsultants are those costs for engineering, architecture, geotechnical services and similar professional services approved by the CITY. Reimbursement for Professional Subconsultants will be on the basis of actual costs billed plus a reasonable markup, not to exceed ten percent (10%) for services provided to the CITY through this Agreement. Estimated Subconsultant costs are shown in Exhibit B.
- 5.2 Unless specifically authorized in writing by the CITY, the total budgetary amount for this PROJECT shall not exceed **Forty-Five Thousand Dollars (\$45,000.00)**. The ENGINEER will make reasonable efforts to complete the WORK within the budget and will keep CITY informed of progress toward that end so that the budget or WORK effort can be adjusted if found necessary. The ENGINEER is not obligated to incur costs beyond the indicated budget, as may be adjusted, nor is the CITY obligated to pay the ENGINEER beyond these limits. When any budget has been increased, the ENGINEER'S excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase, and provided that the City was informed in writing at the time such costs were incurred.

- 5.3 The ENGINEER shall submit to the City's Representative an invoice each month for payment for PROJECT services completed through the accounting cut-off day of the previous month. Such invoices shall be for PROJECT services and WORK performed and costs incurred prior to the date of the invoice and not covered by previously submitted invoices. The ENGINEER shall submit with each invoice a summary of time expended on the PROJECT for the current billing period, copies of subconsultant invoices, and any other supporting materials determined by the City necessary to substantiate the costs incurred. CITY will use its best efforts to pay such invoices within thirty (30) days of receipt and upon approval of the WORK done and amount billed. CITY will notify the ENGINEER promptly if any problems are noted with the invoice. CITY may question any item in an invoice, noting to ENGINEER the questionable item(s) and withholding payment for such item(s). The ENGINEER may resubmit such item(s) in a subsequent invoice together with additional supporting information required.
- 5.4 If payment is not made within sixty (60) days following receipt of approved invoices, interest on the unpaid balance shall accrue beginning with the sixty-first (61) day at the rate of 1.0% per month or the maximum interest rate permitted by law, whichever is less; provided, however, that no interest shall accrue pursuant to Chapter 39.76 RCW when before the date of timely payment a notice of dispute is issued in good faith by the CITY to the ENGINEER pursuant to the terms of RCW 39.76.020(4).
- 5.5 Final payment of any balance due the ENGINEER for PROJECT services will be made within forty-five (45) days after satisfactory completion of the services required by this Agreement as evidenced by written acceptance by CITY and after such audit or verification as CITY may deem necessary and execution and delivery by the ENGINEER of a release of all known payment claims against CITY arising under or by virtue of this Agreement, other than such payment claims, if any, as may be specifically exempted by the ENGINEER from the operation of the release in stated amounts to be set forth therein.
- 5.6 Payment for any PROJECT services and WORK shall not constitute a waiver or release by CITY of any claims, right, or remedy it may have against the ENGINEER under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by CITY of any failure or fault of the ENGINEER to satisfactorily perform the PROJECT WORK as required under this Agreement.

SECTION 6 RESPONSIBILITY OF ENGINEER

- 6.1 The ENGINEER shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all plans, design, drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, reports, and other services. The ENGINEER shall perform its WORK according to generally accepted civil engineering standards of care and consistent with achieving the PROJECT WORK within budget, on time, and in compliance with applicable laws, regulations, and permits.
- 6.2 CITY'S review or approval of, or payment for, any plans, drawings, designs, specifications, reports, and incidental WORK or services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy, completeness, or accuracy of its WORK and the PROJECT WORK. CITY'S review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or at law or any cause of action arising out of the performance of this Agreement.
- 6.3 In performing WORK and services hereunder, the ENGINEER and its subcontractors, subconsultants, employees, agents, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of CITY in any manner whatsoever. The ENGINEER shall not hold itself out as, nor claim to be, an officer or employee of CITY by reason hereof and will

not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of CITY. The ENGINEER shall be solely responsible for any claims for wages or compensation by ENGINEER employees, agents, and representatives, including subconsultants and subcontractors, and shall save and hold CITY harmless therefrom.

6.4 INDEMNIFICATION:

- (a) ENGINEER agrees to defend, indemnify, and hold harmless the CITY, its elected and appointed officials, agents, officers, employees, agents and volunteers (hereinafter "parties protected") from (1) claims, demands, liens, lawsuits, administrative and other proceedings, (including reasonable costs and attorneys fees) and (2) judgments, awards, losses, liabilities, damages, penalties, fines, costs and expenses of any kind claimed by third parties arising out of, or related to any death, injury, damage or destruction to any person or any property to the extent caused by any negligent act, action, default, error or omission or willful misconduct arising out of the Engineer's performance under this Agreement. In the event that any lien is placed upon the City's property or any of the City's officers, employees or agents as a result of the negligence or willful misconduct of the Engineer, the Engineer shall at once cause the same to be dissolved and discharged by giving bond or otherwise.
- (b) CITY agrees to indemnify and hold the ENGINEER harmless from loss, cost, or expense of any kind claimed by third parties, including without limitation such loss, cost, or expense resulting from injuries to persons or damages to property, caused solely by the negligence or willful misconduct of the CITY, its employees, or agents in connection with the PROJECT.
- (c) If the negligence or willful misconduct of both the ENGINEER and the CITY (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between the ENGINEER and the CITY in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.
- (d) Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.

6.5 ENGINEER'S Waiver of Employer's Immunity under Title 51 RCW. ENGINEER intends that its indemnification, defense, and hold harmless obligations set forth above in Section (a) shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the ENGINEER'S indemnification, defense, and hold harmless obligations set forth above in section A, ENGINEER specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the ENGINEER against the CITY and its elected and appointed officials, officers, employees, attorneys, agents, and volunteers. The parties have mutually negotiated this waiver. ENGINEER shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by ENGINEER, and anyone for whose acts ENGINEER may be liable in connection with its performance of this Agreement, to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees.

6.6 It is understood that any resident engineering or inspection provided by ENGINEER is for the purpose of determining compliance with the technical provisions of PROJECT specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. ENGINEER does not assume responsibility for methods or appliances used by a contractor, for a contractor's safety programs or methods, or for compliance by contractors with laws and regulations. CITY shall use its best efforts to ensure that the construction contract requires that the contractor(s) indemnify and name CITY, the CITY'S and the ENGINEER'S officers, principals, employees, agents,

representatives, and engineers as additional insureds on contractor's insurance policies covering PROJECT, exclusive of insurance for ENGINEER professional liability.

- 6.7 SUBSURFACE INVESTIGATIONS: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observation, exploration, 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. These conditions and cost/execution effects are not the responsibility of the ENGINEER, to the extent that ENGINEER has exercised the applicable and appropriate standard of professional care and judgment in such investigations.
- 6.8 The provisions of Section 6 shall survive the expiration or termination of this Agreement.

SECTION 7 PROJECT SCHEDULE AND BUDGET

- 7.1 The general PROJECT schedule and the budget for both the entire PROJECT and its component tasks shall be as set forth in this Agreement and attachments. The project schedule and performance dates for the individual tasks shall be mutually agreed to by the CITY and the ENGINEER within fifteen (15) days after execution of this Agreement. The performance dates and budgets for tasks may be modified only upon written agreement of the parties hereto. The performance date for tasks and the completion date for the entire PROJECT shall not be extended, nor the budget increased because of any unwarranted delays attributable to the ENGINEER, but may be extended or increased by the CITY in the event of a delay caused by special services requested by the CITY or because of unavoidable delay caused by any governmental action or other conditions beyond the control of the ENGINEER which could not be reasonably anticipated.
- 7.2 Not later than the tenth (10) day of each calendar month during the performance of the PROJECT, the ENGINEER shall submit to the CITY'S Representative a copy of the current schedule and a written narrative description of the WORK accomplished by the ENGINEER and subconsultants on each task, indicating a good faith estimate of the percentage completion thereof on the last day of the previous month. Additional oral or written reports shall be prepared at the request of the CITY for presentation to other governmental agencies and/or to the public.

SECTION 8 REUSE OF DOCUMENTS

- 8.1 All internal WORK products of the ENGINEER are instruments or service of this PROJECT. There shall be no reuse, change, or alteration by the CITY or others acting through or on behalf of the CITY without written permission of the ENGINEER, which shall not be unreasonably withheld and will be at the CITY's sole risk. The CITY agrees to indemnify the ENGINEER and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration; provided, however, that the ENGINEER will not be indemnified for such claims, damages, losses, and costs including, without limitation, litigation expenses and attorney fees were caused by the ENGINEER's own negligent acts or omissions.
- 8.2 The ENGINEER agrees that ownership of any plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes, and other WORK submitted or which are specified to be delivered under this Agreement or which are developed or produced and paid for under this Agreement, whether or not complete, shall be vested in the CITY.
- 8.3 All rights to patents, trademarks, copyrights, and trade secrets owned by ENGINEER (hereinafter "Intellectual Property") as well as any modifications, updates or enhancements to said Intellectual

Property during the performance of the WORK remain the property of ENGINEER, and ENGINEER does not grant CITY any right or license to such Intellectual Property.

SECTION 9 AUDIT AND ACCESS TO RECORDS

- 9.1 The ENGINEER, including its subconsultants, shall maintain books, records, documents and other evidence directly pertinent to performance of the WORK under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The CITY, or the CITY'S duly authorized representative, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying for a period of three years after completion of the PROJECT. The CITY shall also have access to such books, records, and documents during the performance of the PROJECT WORK, if deemed necessary by the CITY, to verify the ENGINEER'S WORK and invoices.
- 9.2 Audits conducted pursuant to this section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.
- 9.3 The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to this section provided that the ENGINEER is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments, if any, of the ENGINEER.
- 9.4 The ENGINEER shall ensure that the foregoing paragraphs are included in each subcontract for WORK on the Project.
- 9.5 Any charges of the ENGINEER paid by the CITY which are found by an audit to be inadequately substantiated shall be reimbursed to the CITY.
- 9.6 The records relating to the WORK shall at all times be subject to inspection by and with the approval of the CITY, but the making of (or failure or delay in making) such inspection or approval shall not relieve ENGINEER of responsibility for the performance of WORK in accordance with this Agreement, notwithstanding the CITY'S knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. ENGINEER shall provide the CITY sufficient, safe, and proper facilities, and/or send copies of the requested documents to the CITY. ENGINEER'S records relating to the WORK and PROJECT will be provided to the CITY upon the CITY'S request.
- 9.7 ENGINEER shall promptly furnish the CITY with such information and records which are related to the WORK of this Agreement as may be requested by the CITY. Until the expiration of six (6) years after final payment of the compensation payable under this Agreement, or the final day of work on the PROJECT, whichever is later, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, ENGINEER shall retain and provide the CITY access to (and the CITY shall have the right to examine, audit and copy) all of ENGINEER'S books, documents, papers and records which are related to the WORK performed by ENGINEER under this Agreement.
- 9.8 All records relating to ENGINEER'S services under this Agreement must be made available to the CITY, and the records relating to the WORK and PROJECT are CITY records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to ENGINEER'S services under this Agreement must be retained by ENGINEER for the minimum period of time required pursuant to the Washington State Secretary of State's records retention schedule.
- 9.9 The terms of this section shall survive any expiration or termination of this Agreement.

SECTION 10 INSURANCE

10.1 At all times during performance of the Services, ENGINEER shall secure and maintain in effect insurance to protect the City and the ENGINEER from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. ENGINEER shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the rights to require higher limits should it deem it necessary in the best interest of the public.

10.1.1 **Commercial General Liability Insurance.** Before this Contract is fully executed by the parties, ENGINEER shall provide the City with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds. The insured shall not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

10.1.2. **Commercial Automobile Liability Insurance.**

a. If ENGINEER owns any vehicles, before this Contract is fully executed by the parties, ENGINEER shall provide the City with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate.

b. If ENGINEER does not own any vehicles, only "Non-owned and Hired Automobile Liability" will be required and may be added to the commercial liability coverage at the same limits as required in that section of this Contract, which is Section 10.1.1 entitled "Commercial General Liability Insurance".

c. Under either situation described above in Section 10.1.2.a. and Section 10.1.2.b., the required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds. The insured shall not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

10.1.3. Statutory workers' compensation and employer's liability insurance as required by state law.

10.1.4. **Professional Liability Coverage.** Before this Contract is fully executed by the parties, ENGINEER shall provide the City with a certificate of insurance as proof of professional liability coverage with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in

effect. Said policy shall be in effect for the duration of this Contract. The insured shall not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract.

Failure of either or all of the additional insureds to report a claim under such insurance shall not prejudice the rights of the CITY, its officers, employees, agents, and representatives there under. The CITY and the CITY'S elected and appointed officials, officers, principals, employees, representatives, and agents shall have no obligation for payment of premiums because of being named as additional insureds under such insurance. None of the policies issued pursuant to the requirements contained herein shall be canceled, allowed to expire, or changed in any manner that affects the rights of the City until thirty (30) days after written notice to the CITY of such intended cancellation, expiration or change

SECTION 11 SUBCONTRACTS

- 11.1 ENGINEER shall be entitled, to the extent determined appropriate by ENGINEER, to subcontract any portion of the WORK to be performed under this Agreement.
- 11.2 Any subconsultants or subcontractors to the ENGINEER utilized on this PROJECT, including any substitutions thereof, will be subject to prior approval by CITY, which approval shall not be unreasonably withheld. Each subcontract shall be subject to review by the CITY'S Representative, if requested, prior to the subconsultant or subcontractor proceeding with the WORK. Such review shall not constitute an approval as to the legal form or content of such subcontract. The ENGINEER shall be responsible for the architectural and engineering performance, acts, and omissions of all persons and firms performing subcontract WORK.
- 11.3 CITY does not anticipate ENGINEER subcontracting with any additional persons or firms for the purpose of completing this Agreement.
- 11.4 The ENGINEER shall submit, along with its monthly invoices, a description of all WORK completed by subconsultants and subcontractors during the preceding month and copies of all invoices thereto.

SECTION 12 ASSIGNMENT

- 12.1 This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by CITY or ENGINEER without prior written consent of the other, which consent will not be unreasonably withheld. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

SECTION 13 INTEGRATION

- 13.1 This Agreement represents the entire understanding of CITY and ENGINEER as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

SECTION 14 JURISDICTION AND VENUE

- 14.1 This Agreement shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this Agreement shall be in Washington State. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and

effect. Venue of all disputes arising under this Agreement shall be Yakima County, State of Washington.

SECTION 15 EQUAL EMPLOYMENT and NONDISCRIMINATION

- 15.1 During the performance of this Agreement, ENGINEER and ENGINEER's subconsultants and subcontractors shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. ENGINEER agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

SECTION 16 SUSPENSION OF WORK

- 16.1 CITY may suspend, in writing by certified mail, all or a portion of the WORK under this Agreement if unforeseen circumstances beyond CITY'S control are interfering with normal progress of the WORK. ENGINEER may suspend, in writing by certified mail, all or a portion of the WORK under this Agreement if unforeseen circumstances beyond ENGINEER's control are interfering with normal progress of the WORK. ENGINEER may suspend WORK on PROJECT in the event CITY does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the WORK shall be extended by the number of days WORK is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate WORK on the suspended portion of Project in accordance with SECTION 17.

SECTION 17 TERMINATION OF WORK

- 17.1 Either party may terminate this Agreement, in whole or in part, if the other party materially breaches its obligations under this Agreement and is in default through no fault of the terminating party. However, no such termination may be effected unless the other party is given: (1) not less than fifteen (15) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation and for cure with the terminating party before termination. Notice shall be considered issued within seventy-two (72) hours of mailing by certified mail to the place of business of either party as set forth in this Agreement.
- 17.2 In addition to termination under subsection 17.1 of this Section, CITY may terminate this Agreement for its convenience, in whole or in part, provided the ENGINEER is given: (1) not less than fifteen (15) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation with CITY before termination.
- 17.3 If CITY terminates for default on the part of the ENGINEER, an adjustment in the contract price pursuant to the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other WORK, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs or damages CITY has incurred, or is likely to incur, because of the ENGINEER'S breach. In such event, CITY shall consider the amount of WORK originally required which was satisfactorily completed to date of termination, whether that WORK is in a form or of a type which is usable and suitable to CITY at the date of termination and the cost to CITY of completing the WORK itself or of employing another firm to complete it. Under no circumstances shall payments made under this provision exceed the contract price. In the event of default, the ENGINEER agrees to pay CITY for any and all damages, costs, and expenses whether directly, indirectly, or consequentially caused by said default. This provision shall not preclude CITY

from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by contract retainage or other withheld payments.

- 17.4 If the ENGINEER terminates for default on the part of CITY or if CITY terminates for convenience, the adjustment pursuant to the Agreement shall include payment for services satisfactorily performed to the date of termination, in addition to termination settlement costs the ENGINEER reasonably incurs relating to commitments which had become firm before the termination, unless CITY determines to assume said commitments.
- 17.5 Upon receipt of a termination notice under subsections 17.1 or 17.2 above, the ENGINEER shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to CITY all originals of data, drawings, specifications, calculations, reports, estimates, summaries, and such other information, documents, and materials as the ENGINEER or its subconsultants may have accumulated or prepared in performing this Agreement, whether completed or in progress, with the ENGINEER retaining copies of the same.
- 17.6 Upon termination under any subparagraph above, CITY reserves the right to prosecute the WORK to completion utilizing other qualified firms or individuals; provided, the ENGINEER shall have no responsibility to prosecute further WORK thereon.
- 17.7 If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER has not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, the adjustment pursuant to the Agreement shall be determined as set forth in subparagraph 17.4 of this Section.
- 17.8 If, because of death, unavailability or any other occurrence, it becomes impossible for any key personnel employed by the ENGINEER in PROJECT WORK or for any corporate officer of the ENGINEER to render his services to the PROJECT, the ENGINEER shall not be relieved of its obligations to complete performance under this Agreement without the concurrence and written approval of CITY. If CITY agrees to termination of this Agreement under this provision, payment shall be made as set forth in subparagraph 17.3 of this Section.

SECTION 18 DISPUTE RESOLUTION

- 18.1 In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If either of the afore mentioned methods are not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

SECTION 19 NOTICE

- 19.1 Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party, or seventy-two (72) hours after mailing by certified mail to the place of business set forth below, whichever is earlier.

CITY: City of Yakima
129 N. 2nd Street
Yakima, WA 98901
Attn: Brett Sheffield

COPY TO: City of Yakima
129 N. 2nd Street
Yakima, WA 98901
Attn: City Manager

ENGINEER: Perteet, Inc.
2707 Colby Avenue, Suite 900
Everett, WA 98201
Attn: Kirk Holmes

SECTION 20 SURVIVAL

The foregoing sections of this Agreement, inclusive, shall survive the expiration or termination of this Agreement in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers or representatives as of the day and year first above written.

CITY OF YAKIMA

PERTEET, INC.

Jeff Cutter

Signature

Printed Name: _____

Printed Name: Crystal L. Donner

Title: Interim City Manager

Title: President

Date: _____

Date: _____

Attest _____
City Clerk

City Contract No. 2016-

Resolution No. R-2016-

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the CITY MANAGER of the CITY OF YAKIMA, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Seal or Stamp

(Signature)

Title

Printed Name

My commission expires:_____

)

)

Page
14

EXHIBIT A

SCOPE OF WORK

Lions Park Pool Improvements Perteet, Inc.

Project Description

The City of Yakima operates and maintains the Lions Park Pool and completed an aquatic facility audit in April, 2015. The Lions Park Pool was constructed in 1972 and was renovated in 1985. The 2015 audit identified needed improvements which summarized certain modification priorities based on the Washington Administrative Code, the International Building Code, the National Fire Protection Act, and the Virginia Graeme Baker Pool and Spa Safety Act. The 2015 aquatic facility audit, completed by Counsilman-Hunsaker, serves as the professional preliminary engineering report needed to proceed with the development of Plans, Specifications, and Estimates.

Project Understanding

The City of Yakima has requested Perteet, Inc. to facilitate and coordinate the implementation of certain improvements identified in the 2015 report. Perteet has retained the services of Counsilman-Hunsaker as a sub-consultant for this effort. This project includes the development of construction ready Plans and Specifications for city directed water quality improvements consistent with applicable standards and specifications as identified in the 2015 report. Perteet will serve as the City Representative and direct the activities of the sub-consultant.

Scope of Services

Task 1 – Project Coordination - Perteet will facilitate and coordinate all site visits between the sub-consultant and the City, including the preparation of meeting agendas, task lists, and action items.

Task 2 – Project Management - Perteet will prepare monthly billing, prepare project reporting, and monitor and maintain the project schedule as agreed upon.

Task 3 – Plan Review and Final Drawings - Perteet will coordinate plan review meetings between the Sub-consultant and the City at 50%, 90%, and 100% submittal stages.

Counsilman-Hunsaker will provide the following services relating to the Project:

CONSTRUCTION DOCUMENTS PHASE

(1) 1-day site visit(s)

- A. Participate in a conference call with the Client, the Client's design team and the Owner's plus any designated staff to discuss the project, confirm the design program and the Owner's objectives.
- B. Provide swimming pool drawings (SP sheets) and submit to Client following the general format shown below. (Refer to attachments for description of Consultant's work and interface with engineering disciplines and the Client.)
 1. Pool Site Plan (building or site background from the Client)
 - Design data
 - General notes
 - Reference notes
 2. Piping Plan
 - Plan of all pool
 - Surge tank location and size
 - Filter room and chemical room locations
 - Location of under floor main drain piping and sizes
 - Building background from the Client
 3. Pool Mechanical Room and Surge Tank Plans and Sections
 - Pool mechanical room piping plan
 - Pool mechanical piping diagram
 - Surge tank sections
 - Surge tank reach rod sleeve details
 - Access hatch
 - Filtration equipment
 - Recirculation equipment
 4. Piping and Pool Mechanical Room Details
 - Main outlets and hydrostatic relief valve
 - Backwash and pool draining piping
 - Wall sleeve locations
 - Water level controller
 - Fill funnels
 - Water supply inlet
 - Static water line inlet
 - Sight sump
 - Chemical controller and feed systems
 - Schematic of water treatment system
 - pH adjustment schematic
 - Chemical room pump shelf detail

- C. Specifications for Division 13, Section 13150 Swimming Pool. (Refer to attachments for description of Consultant's work and interface with engineering Consultants and Client.)
1. Specifications shall include sections for:
 - General swimming pool and equipment
 2. Specifications that will be the responsibility of the Client and its respective consulting engineers include:
 - Architectural: natatorium building, systems, finishes, surface coatings, filter room railings, stair, ladders, signage.
 - Mechanical: deck drain system, pool heaters or boilers, make up water, hose bibbs, and filter backwash to sanitary.
 - Electrical: pump overload protection, pool equipment power supply, pool bonding and grounding per NEC680, pool mechanical room lights and circuitry.
 - Plumbing/Civil: subsurface drainage system under the pool(s).
 - Structural: pool shells, tile movement joints, surge tank, diving towers and support structures, backwash basin and pump pit.
 - Environmental/OSHA review: chemical SARA Title II, MSDS, OSHA signage and storm water permits.
- D. Coordinate SP construction drawings and specifications with Clients and design team engineers.
- E. Provide progress sets of SP sheets and specifications if requested by Client at the following design intervals:
- ☐ 50%
 - ☐ 90% to 99%
 - ☐ 100% (bid)
- F. Meet one (1) time for face-to-face coordination with design team and any meetings desired by the Owner on the same day.
- G. Review 90% to 100% completion set of construction documents (if requested) prepared by Clients and consulting engineers for swimming pool issues.
- H. Provide opinion of probable construction cost for the swimming pool(s) and answer questions regarding estimate data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.
- I. Provide signed and sealed construction documents by a licensed Professional Engineer.
- J. Support this phase of the design with e-mail, open telephone and fax lines.

BID PHASE

No site visits

- A. Address bidders' inquiries and furnish addenda items to Client to clarify drawings and specifications, if required.

CONSTRUCTION ADMINISTRATION PHASE

(2) 1-day site visits

- A. Review submittals (shop drawings, product information and requested substitutions by manufacturers and/or contractors) with regard to the pools and its related systems.
- B. Observe construction of the aquatic related items during specific milestones throughout construction and submit a report following each site visit.
- C. Provide final observation of the aquatic facility to confirm that the pool and its related equipment have been installed as designed and specified. Submit a final punch list.
- D. Maintain open phone line, fax line and e-mail for the discussion of questions and issues as they arise in the development of the project.

II. AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS: All permits that are to be obtained from the Health Departments and jurisdictional authorities by the Client, relating to the work completed by the Consultant shall be done with the Consultant's assistance in filling out forms and answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the Health Department approves the original design, the Consultant will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to the previously prepared Instruments of Service; provided the Consultant will work with the design team in determining a solution at an agreed upon charge for such services. All necessary notices, obtaining all permits and payment of all government fees, and other costs in connection with construction related work, including filing all necessary drawings, preparation of all documents and obtaining all necessary approvals of governmental departments having jurisdiction for the purpose of construction completion and occupancy shall not be the responsibility of the Consultant.

III. FEES: The Consultant's fee shall be a lump sum of **\$27,000.00** including **three (3)** site visits. Reimbursable travel expenses are not included in this lump sum and will be billed separately from this fee. (Site visits in excess of **three (3)** shall be authorized by the Client in writing in advance and compensated with fee and reimbursable expenses as Additional Services.)

IV. PAYMENT SCHEDULE: The Consultant shall be paid monthly based on percentage complete for the following phases:

Construction Documents Phase	\$20,250.00
Bid Phase	\$1,350.00
Construction Administration Phase	\$5,400.00

V. PROJECT SCHEDULE: The project schedule shall be maintained as outlined in the Agreement between the Client and the Consultant. Should the project phase schedule be delayed, through no fault of the Consultant, the Consultant's schedule will be extended commensurate with the delays created by others.

- VI. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal	\$200.00/hour
Director	\$175.00/hour
Project Manager	\$150.00/hour
Project Engineer/Architect	\$120.00/hour
Design Associate	\$110.00/hour
Administrative	\$70.00/hour
Site Visit	\$1,500.00 /day *
* Excluding travel expenses	

The following services are available as an addition to the base scope and fee provided by the Consultant.

A. **Record Documents**

The Consultant shall prepare a set of reproducible record drawings for its work showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Consultant. The Consultant makes no representation as to the compatibility of these files with others hardware or software beyond the specified release of the referenced specifications.

Fee: \$1,500.00

B. **Contractor Warranty Phase**

The Consultant will provide a pool commissioning evaluation report as a supplement to the standard punch list. In addition, a follow-up site observation prior to the expiration of the Contractor's one (1) year warranty date will be completed for confirmation that all systems are operating properly. A report will be issued identifying items that need to be addressed prior to the end of the warranty period.

Fee: To be negotiated based upon agreed scope of services.

ATTACHMENTS TO AGREEMENT

Description of CONSULTANT work and interface with Engineering Consultants and Client:

MECHANICAL:

1. The Consultant will provide operational flow requirements (GPM) for potable water and sewer discharge for the pool(s). If there is a site-specific limitation, the Consultant will work with the Mechanical Engineer to size the backwash catch basin, lift pumps and/or flow limitation to meet the requirements of the site specific limitation for backwash. Equipment room sumps, sump pumps and tanks provided by other consultants.
2. The Consultant will develop a layout drawing of the pool mechanical room, showing where water and sewer connections are required.
3. Hydrostatic relief valve design will be designed and specified by the Consultant to provide temporary relief during short periods of pool draining for maintenance, not for construction de-watering.
4. Consultant shall recommend locations for hose bibbs in the natatorium and pool mechanical room based on operation and maintenance needs, if requested.
5. Surge tank sizing, location and piping by the Consultant.
6. The Consultant will recommend a minimum operating water temperature for the pool. The Consultant will provide connection tees in the pool return line for a bypass loop to the heating system.
7. The Consultant shall design stand-alone direct fired pool heating. Project Mechanical Engineer shall provide exhaust air and direct combustion air venting and gas supply to individual heaters.
8. Deck drain system selection and layout shall be by the plumbing or site engineer. The Consultant will provide a cursory review and comment on the deck drain system, if requested.
9. Under drain system to pump out below pool subsurface water before emptying pool should be on plumbing or civil sheets. The Consultant will sketch locations and suggest a lateral detail and a pipe riser detail with cover, if required.

ELECTRICAL:

1. The Consultant will provide pool pump motor and pool equipment electrical requirements to Client for Electrical Engineer for its design of the pool equipment electrical systems.
2. Consultant will provide pool pump VFD equipment and electrical requirements. Electrical Engineer to furnish power to VFD and from VFD to pool pump motor. Electrical Engineer to provide all other motor starters and disconnects.
3. The Consultant will provide a general description of lighting criteria.
4. The Consultant will provide electrical engineering design of the pool equipment electrical systems and underwater pool lighting. Project Electrical Engineer will provide electrical feed to the electrical panel for the pool equipment room and general equipment room requirements such as overhead lighting, electrical outlets, and any others as required by the Client.
5. The project Electrical Engineer will provide electrical specifications for MCC and electrical panels to be coordinated with pool electrical.

STRUCTURAL:

1. The Structural Engineer is responsible for design and engineering of the pool shell(s) and tile movement joints, if any tile is used. The Consultant to review configuration, if requested.
2. The Consultant to furnish sketches of perimeter overflow system design and other features for coordination of the structural design of the pool shell(s).
3. The Consultant to provide catalog cut copies of manufacturers' literature for mounting dimensions and recommendations on deck equipment and equipment requiring structural support greater than a standard floor slab.
4. The Consultant to size and locate surge tank, pump pits, and backwash catch basin. The Structural Engineer will provide structural design of the concrete tanks.

EXHIBIT B**Pertee****Consultant Fee Determination Summary**

2302 Dolarway Rd., Suite I, Ellensburg, WA 98926 | P 206.436.0518 | F 425.339.6018

Project: Lions Park Pool Improvements

Client: City of Yakima

Hourly Costs

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Senior Associate	70	\$190.00	\$13,300.00
Accountant	6	\$90.00	\$540.00
Total Hourly Costs	0		\$13,840.00

Reimbursables

<u>Expenses</u>	<u>Amount</u>
Mileage	\$500.00
Total Expenses	\$500.00

Subconsultants

<u>Subconsultants</u>	<u>Cost</u>	<u>Amount</u>
Counsleman-Hunsaker	\$27,000.00	\$27,000.00
MEP (If needed)	\$3,000.00	\$3,000.00
Total Subconsultant Costs	.00	\$30,000.00

Contract Total	\$44,340.00
-----------------------	--------------------

Prepared By: Kirk HolmesDate: June 22, 2016

EXHIBIT "C"
SCHEDULE OF RATES

PERTEET, INC.
Schedule of 2016 Billing Rates

<u>Engineering, Planning and Environmental Classifications</u>	<u>2016 Hourly Rate</u>
Principal	225.00
Senior Associate	190.00
Senior Engineer/Manager	175.00
Lead Engineer/Manager	150.00
Engineer III	130.00
Engineer II	110.00
Engineer I	95.00
Senior Planner/Manager	160.00
Lead Planner/Manager	140.00
Program Support Specialist III	115.00
Program Support Specialist II	105.00
Program Support Specialist I	80.00
Planner III	115.00
Planner II	105.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	140.00
Ecologist III	115.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	110.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	90.00
Graphics Specialist	90.00
Clerical	75.00
Emergency Response Rate (immediate response following event)	@ 1.5 times hourly rates
Expert Witness Rates:	
Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates

PERTEET, INC.
Schedule of 2016 Billing Rates
Page 2

<u>Direct Expenses</u>	<u>Rate</u>
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Project Controls / Primavera	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

<u>Survey Classifications</u>	<u>2016 Hourly Rate</u>
Principal Surveyor	185.00
Survey Manager	140.00
Professional Land Surveyor II	120.00
Professional Land Surveyor I	115.00
Office Technician	100.00
Field Technician III	95.00
Field Technician II	80.00
Field Technician I	65.00
One Person Survey Crew	90.00
Two Person Survey Crew	165.00
Three Person Survey Crew	235.00

<u>Direct Survey Expenses</u>	<u>Rate</u>
Dual Frequency GPS Receiver	\$150.00 per unit per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Laser Scanner	\$65.00 per hour
Survey monuments & cases	Cost plus 10 percent

PERTEET, INC.
Schedule of 2016 Billing Rates
Page 3

<u>Construction Classifications</u>	<u>2016 Hourly Rate</u>
Construction Engineering Supervisor	175.00
Construction Engineering Manager	165.00
Construction Manager	120.00
Assistant Construction Manager	120.00
Construction Engineer III	125.00
Construction Engineer II	110.00
Construction Engineer I	85.00
Senior Construction Observer	120.00
Construction Observer II	80.00
Construction Observer I	70.00
Senior Construction Technician	105.00
Construction Technician III	95.00
Construction Technician II	90.00
Construction Technician I	75.00