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**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
 ARCHITECT –  ENGINEER –  SURVEYOR SERVICES

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THIS AGREEMENT is made and entered into on the Effective Date below, by and between the City of Sequim, a Municipal Corporation of the State of Washington (“City”), and Reid Middleton, Inc. (“Contractor”).

**RECITALS**

WHEREAS, City desires to engage an independent contractor to render the services identified in Appendix A, attached hereto and incorporated by reference; and

WHEREAS, City advertised a Request For Qualifications (RFQ) in the Seattle Daily Journal of Commerce; and

WHEREAS, City reviewed the qualifications of various contractors responding to the RFQ and compared them to the City’s needs; and

WHEREAS, Contractor is qualified to render the services desired by the City; and

WHEREAS, Contractor agrees to render the services set forth in Appendix A;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed and intending to be bound hereby, the parties mutually agree as follows:

**SCOPE OF WORK:** In exchange for the compensation paid by City under this Agreement, Contractor agrees to provide the services and deliverables specified in Appendix A before the end of the Term of this Agreement, subject to the professional standard of care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances during the same time period.

**TERM OF AGREEMENT:** Term begins on Effective Date below and ends no later than 3/31/2019

**COMPENSATION:** Contractor will be compensated for actual expenses, not to exceed \$66,720 at the billing rates listed in Appendix B. Contractor may submit an invoice for payment no more frequently than once per month. Invoices must specify names, number of hours worked by task, and receipts for other actual expenses incurred, such as for materials and travel.

**TERMINATION OF AGREEMENT:** This Agreement may be terminated, without cause, by either party at any time with two weeks’ notice. In addition to the rights and remedies under this Agreement, the City retains the right to seek any other rights and remedies provided by law.

**FORCE MAJEURE:** Contractor is not responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond Contractor’s reasonable control and Contractor gives notice to City

**SURVIVAL OF CERTAIN PROVISIONS**

The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement, survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters or actions begun within that period.

**CITY AUDIT:** All records, regardless of physical form, and the accounting practices and procedures of Contractor relevant to this Agreement are subject to examination by the City or the City's designee. Contractor must maintain all such records for at least three years following completion of this contract and must coordinate with the City Clerk or designated Records Official prior to their disposal.

**PREPAYMENT:** City will not make any advance payments before performance by Contractor under this Agreement.

**TAXPAYER ID:** Contractor's federal employer ID number is 91-0714387

**PAYMENT OF TAXES BY THE CITY:** Any applicable sales tax is included in the Agreement price.

**EFFECTIVE DATE:** This Agreement is not effective until fully executed by both parties. For purposes of this Agreement, the Effective Date is 1/11/2019 or the date of last signature below, whichever is later.

IN WITNESS WHEREOF, persons executing this Agreement warrant and represent that they are authorized to do the same on behalf of the parties hereto and are authorized to bind those parties to the terms and conditions of this Agreement.

<p>CONSULTANT</p> <p></p> <p>Shannon Kinsella Director, Waterfront Group</p>	<p>CITY OF SEQUIM</p> <p></p> <p>Charles P. Bush, City Manager</p> <p>APPROVED AS TO FORM</p> <p></p> <p>Kristina Nelson-Gross, City Attorney</p> <p>ATTEST:</p> <p></p> <p>Karen Kuznek-Reese, MMC, City Clerk</p>
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**APPENDIX A**  
**JOHN WAYNE MARINA PROPERTY CONDITION ASSESSMENT**  
**SCOPE OF WORK**  
**REID MIDDLETON, CONTRACTOR**  
**01/07/19**

**PROJECT UNDERSTANDING**

John Wayne Marina is located in Sequim, Washington on the Olympic Peninsula. The marina is owned and operated by the Port of Port Angeles (Port). The City of Sequim (City) is considering acquisition of the marina and associated upland facilities from the Port. As part of the City's due diligence process, the City has requested Reid Middleton and our subconsultants perform a condition assessment of the property.

The scope of work includes a Property (Marina) Condition Assessment with an estimate of probable costs of repairs and table of anticipated capital improvements/maintenance costs to keep the marina in sound operating condition for the next twenty (20) years. The scope include a thorough assessment and summary of the existing structures, fixtures, and equipment. The scope of work also includes an estimate of the remaining life expectancy of important components and systems and the provision of maintenance schedules and recommended upgrades for efficiency and energy cost savings. A cost estimates for required near and long- term component and system repairs and/or their replacement is also included.

The condition assessment is based on a visual assessment of the inwater and upland components of the facility. No detailed higher level inspection such as investigations that requires removal of wallboards, excavation of foundations, or other destructive testing such as coring will be conducted. If areas are identified during the visual observations where more detailed investigation into condition assessment is recommended, we will provide recommendations for further testing and can provide scopes to the City for consideration of further analysis. The scope also excludes Environmental Level 1 and higher assessments.

The following is Reid Middleton's team scope of work for the condition assessment.

**PROJECT SCOPE**

**TASK 1: PROJECT MANAGEMENT AND QA/QC**

1. Work will include administrative support, design team correspondence and coordination, scheduling, management, and QA/QC processes.
2. Deliverables – None

- Landscaping
- Parking
- Traffic flow
- Fencing
- Signage
- Public education
- Permits
- Broadband Availability

## 2. Inwater Facilities Engineering Site Visit and Observation

- a. Review the general inwater site conditions including the following elements
  - Piles, decking, cleats
  - Bricks
  - Breakwaters, retaining walls, bulkheads
  - Boat ramps
  - Water action and aquatic weed growth
  - Channels and depths
  - Electric and water – adequate power/amps
  - Boat maintenance and repair areas including gas pumps, fuel tanks, sanitary pump outs, utilities
- b. Observe general marina activities and operations and functionality of the existing inwater equipment and infrastructure.
- c. Our subconsultant, Harbor Power will review electrical systems respectively for general condition, operational function, and code requirements on the dock facilities.

## 3. Dive Survey

- a. Our subconsultant, Echelon Engineering, will perform a two day dive survey of the underwater structures at the facility. A representative sample of the piling and dock structures will be observed. The structures included in the dive survey include the following
  - Portions of the perimeter bulkhead
  - Portions of the piling that support the moorage floats from the water line to the mudline.
  - Underside of portions of the moorage floats
  - A general swim by of the existing rubblemound breakwater

- Estimated cost.
- Phase 2: Medium Priority
  - List of deficiencies found during the physical observation that would require ‘medium priority’ These items would not include any emergency and/or immediate needs but would require attention, adjustments, repairs and/or maintenance within the next five (5) years.
  - Recommendation to repairs and maintenance.
  - Recommended timing.
  - Estimated cost.
- Phase 3: Low Priority
  - List of deficiencies found during the physical observation that would require “low priority”. These items would not include any of the above two priority type items but would items would require attention, adjustments, repairs and/or maintenance within the next twenty (20) years.
  - This “low priority” category would also include any recommended capital improvements.
  - Recommendation to repairs and maintenance.
  - Recommended timing.
  - Estimated cost.

#### **TASK 6: CONDITION ASSESSMENT AND RECOMMENDATION REPORT**

1. Prepare an overall condition assessment and recommendation report that includes an Executive Summary, site elements summary graphics and tables, the three tiers of recommendations, costs, recommended schedules, recommended add-on improvements, and appendices with detailed engineering assessment reports. The detailed reports to be included in the appendices are as follows:
  - a. Dive Survey
  - b. Electrical Report
  - c. Mechanical Report
2. A teleconference call meeting will be held to discuss the draft report review comments.
3. Deliverables

A draft PDF of the full report will be provided to the City for review. Following review and comments on the draft report, a final report will be provided in PDF format.

Estimate of Professional Services

723 Jackson Street  
 Denver, CO 80202  
 (303) 733-9600

PROJECT:  
 CLIENT:  
 PROJ. NO.:

John Wayne Marina Property Condition Assessment  
 City of Sequim  
 242018.97.0034

BY: WWA  
 DATE: 11/14/2018

CHKD BY: CW 11/15/18

Typical Project team Role: FILE: H:\24W\02018\11\0034 John Wayne Marina Assessment\Contract\111172 FeeEst.xlsx\BUD Rates

Task No.	Description	Hourly Rates							Total Labor Hours	Total Labor Earnings	Computer	Mileage	Travel & Misc	Subs	Total Reimb	Labor & Reimb
		Principal Engineer	Senior Engineer	Project Engineer	Designer II	Design Technician	Project Administrator	Technical Writer II								
001	Project Management and QA/QC	2250	2000	1155	1135	1135	1115	1135	0	0	0	0	0	0	0	0
00101	PA/PC	4	2	0	0	0	0	0	1,510	0	0	0	0	0	0	1,510
00102	QA/QC	5	5	0	0	0	0	0	1,400	0	0	0	0	0	0	1,400
HR Subtotal Task 001		9	7	0	0	0	0	0	2,910	0	0	0	0	0	0	2,910
002	Existing Records & Information Review															
00201	Meeting with City and Port Staff - goals, objectives & info	2	2	2	2	2	2	2	1,000	0	0	0	0	0	0	1,000
00202	Review existing records - reports, permits, surveys, etc.	2	2	2	2	2	2	2	1,000	0	0	0	0	0	0	1,000
HR Subtotal Task 002		4	4	4	4	4	4	4	2,000	0	0	0	0	0	0	2,000
003	Field Investigation															
00301	Update engineering site visit & observations	2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
00302	Monitor facilities surrounding site visit and observation	2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
HR Subtotal Task 003		4	4	4	4	4	4	4	1,900	0	0	0	0	0	0	1,900
004	Stakeholder Process															
00401	Stakeholder meeting	2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
00402	Attend a review meeting with the City	2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
HR Subtotal Task 004		4	4	4	4	4	4	4	1,900	0	0	0	0	0	0	1,900
005	Developer Recommendations															
00501	Develop three plans recommendation report	2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
HR Subtotal Task 005		2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
006	Condition Assessment and Recommendation report															
00601	Report (2.5)	2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
00602	Report to clients re: review comments & attend follow review meeting	1	1	1	1	1	1	1	450	0	0	0	0	0	0	450
00603	Prepare a final report	1	1	1	1	1	1	1	450	0	0	0	0	0	0	450
HR Subtotal Task 006		4	4	4	4	4	4	4	850	0	0	0	0	0	0	850
007	Electrical Engineering Services by Halbor Power															
00701	Information review, site meeting & observation, and report preparation	2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
HR Subtotal Task 007		2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
008	Mechanical Engineering Services by Sazan															
00801	Information review, site meeting & observation, and report preparation	2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
HR Subtotal Task 008		2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
009	Dive Survey by Echelon Engineering															
00901	Conduct dive inspection and report preparation	2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
HR Subtotal Task 009		2	2	2	2	2	2	2	950	0	0	0	0	0	0	950
SUBTOTAL DATA		28	27	27	27	27	27	27	28,610	0	0	0	0	0	0	28,610
Percent of Total Project		13.5%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	12.5%	0%	0%	0%	0%	0%	0%	12.5%
Hours Duration		12 Wks	12 Wks	12 Wks	12 Wks	12 Wks	12 Wks	12 Wks	22,950							
Contingency/Rounding															TOTAL	68,720

Hours and rates shown are for estimating purposes only. The actual number of hours charged to the project and personnel used may vary. Hours worked will be billed using the rates, personnel categories, and terms identified in Exhibit A.