

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 057

**AWARD THE LOCAL AGENCY STANDARD CONSULTANT
AGREEMENT FOR ENGINEERING SERVICES FOR THE KITTITAS
HIGHWAY SAFETY IMPROVEMENTS PROJECT.**

WHEREAS: Kittitas County Public Works (KCPW) advertised for Professional On-Call Airport Engineering and Planning Services for Bowers Field Airport and Industrial Park; and

WHEREAS: The On-Call Airport Engineering and Planning Services for Bowers Field Airport and Industrial Park has been budgeted for in the Airport Fund in the amount of \$60,000.00 to perform such services; and


WHEREAS: Kittitas County requires these services for upcoming projects and daily tasks that occur at Bowers Field Airport and Industrial Park; and

WHEREAS: The County selected Century West of Ellensburg, Washington to provide these services under a Time and Materials fee structure.

NOW, THEREFORE BE IT RESOLVED the Kittitas County Board of County Commissioners declares it be in the best interest of the public, and does hereby authorize chair signature for the aforementioned professional services.

DATED this 1st day of April, 2014, at Ellensburg, Washington.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**



Paul Jewell, Chair



Gary Berndt, Vice-Chair



Obie O'Brien, Commissioner





Clerk of the Board

**AGREEMENT AND AUTHORIZATION FOR
ENGINEERING CONSULTING SERVICES**

By this Agreement, effective ~~7 March~~ ^{1st, April} 2014, **Kittitas County** (Client) authorizes **Century West Engineering Corporation** (Engineer) to carry out and complete the Scope of Services in consideration of the mutual covenants set forth in this Agreement, the *ENGINEERING CONSULTING TERMS AND CONDITIONS*, and the following additional attachments: [attachments]

Project: Professional On-Call Airport Engineering and Planning Services / Bowers Field Airport and Industrial Park

Project No.: _____

Scope of Services: See attached Scope of Work

Opinion of Probable Cost:

[T&M] Time & Materials per attached fee schedule.

Kittitas County

By: 

Title: BACC Chairman

Date: April 1, 2014

Century West Engineering Corporation

By: 

Title: Vice President

Date: 4/1/14

Scope of Work
March 7, 2014
On-Call Engineering and Planning Services
for
Bowers Field Airport and Industrial Park

The general scope of the project is to provide on-call airport engineering and planning services at Bowers Field Airport.

1.0 Consultant's Service

Nature and Scope

The specific scope of the consultant's work will be identified in individual Task Orders (See Section 2.0 below). Generally, services shall include, but not be limited to: concept planning and design; civil engineering; cost estimating; scheduling; permitting support; and, construction support. Such services may be required for airside and landside facilities at the airport.

Examples of required services.

- Conduct a market analysis of fees charged by the airport.
- Assist the County to standardize airport leases.
- Investigate hydrologic issues that cause occasional flooding on the airport property.
- Update and maintain the Capital Improvement Plan (CIP).
- Analyze development options proposed by others.
- Full project design including site investigations, planning and project development, PS&E development, construction management and project close-out.

2.0 Task Orders

Individual Task Orders will be issued for the services required. The consultant shall provide an estimated fee based on the attached fee schedule at the time of Task Order issuance.

3.0 Term

The term of this contract shall be for three (3) years with two (2) one year options for extension.

**CENTURY WEST ENGINEERING FEE SCHEDULE
FOR ENGINEERING & RELATED SERVICES
EFFECTIVE JANUARY 1, 2014**

The compensation for work done on the basis of personnel services shall be as described in paragraph A below. Other incurred expenses will be established using the rates as set forth below in paragraphs B and C.

A. PERSONNEL SERVICES

Hourly not to exceed (NTE) rates for personnel services related to this contract shall be as follows:

Classification	Maximum Hourly NTE Rate
Principal/Principal Engineer	\$220
Sr. Associate/Sr. Associate Engineer	\$200
Associate/Associate Engineer	\$175
Senior Project Manager	\$160
Senior Aviation Planner	\$140
Project Manager	\$140
Senior Project Engineer	\$125
Intermediate Project Engineer	\$120
Project Engineer	\$115
Staff Engineer	\$110
Resident Engineer	\$115
Design Engineer	\$100
Senior Cad Designer	\$95
Senior Cad Technician	\$90
Intermediate Cad Technician	\$80
Cad Technician	\$70
Clerical	\$55

Note: Invoiced costs may be less than the rate shown per classification, but shall not exceed the NTE rate. Hourly NTE rates shall be updated annually.

B. OUTSIDE EXPENSES

Any outside expenses, including subconsultant and subcontractor services, incurred for the project by Century West Engineering will be charged at the actual cost of the expense plus 10%.

C. IN-HOUSE EXPENSES

1. Equipment Expenses:

Telephone	Cost plus 10%
Personal Vehicle Mileage	Current IRS Rate
Fax Machine	\$1.00/page
Lodging/Meals	Cost plus 10%
Rental Car	Cost plus 10%

2. Drafting Supplies and Reproduction Costs:

Drafting supplies and reproduction materials provided from stock will be charged at the following rates:

Plots (22 x34, Vellum)	\$10.00/each
Plots (22x34, Mylar)	\$15.00/each
Plots/Photocopy (11x17)	\$2.50/each
Photocopy (full size/large format)	\$3.00/copy
Photocopy (regular/letter size format)	\$0.10/copy

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION CORRECTING RESOLUTION 2014-057

RESOLUTION No. 2014 - 068

WHEREAS, on April 1, 2014, the Kittitas County Board of County Commissioners adopted Resolution 2014-057, authorizing the execution of a consultant agreement with Century West of Ellensburg, Washington; and

WHEREAS, Resolution 2014-057 inadvertently contained an error in the resolution title; and

WHEREAS, the resolution title should have read as shown below:

**AWARD THE CONSULTANT AGREEMENT FOR PROFESSIONAL
ON-CALL AIRPORT ENGINEERING AND PLANNING SERVICES
FOR THE BOWERS FIELD AIRPORT AND INDUSTRIAL PARK**

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Kittitas County, Washington that the foregoing recitals are hereby affirmed and that the title of Resolution 2014-057 is hereby corrected.

ADOPTED this 15th day of April 2014.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**


Paul Jewell, Chairman


Gary Berndt, Vice-Chairman


Obie O'Brien, Commissioner




Julie A. Kjorsvik

ENGINEERING CONSULTING ♦ TERMS AND CONDITIONS

1. SERVICES: Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.

2. TIMES OF PAYMENTS: Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.

3. OPINIONS OF COST: Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.

4. CLIENT-PROVIDED INFORMATION: Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.

5. STANDARD OF PERFORMANCE: Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.

6. ACCESS, APPROVALS, PERMITS: Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to perform the Services.

7. REUSE OF DOCUMENTS: All documents, including computer files, drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of

Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.

8. ASBESTOS/PCBs: All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.

9. SUBMITTAL REVIEW: Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.

10. ENGINEER AT CONSTRUCTION SITE: The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.

11. INDEMNIFICATION AND INSURANCE:

(a) Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation, storage or release of waste products including hazardous waste..

(b) Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.

(c) In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.

(d) Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.

(e) Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).

12. LIMITED LIABILITY: Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.

13. TERMINATION: Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.

14. SUCCESSORS AND ASSIGNS: Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

15. MISCELLANEOUS:

(a) This Agreement shall be governed by the laws of the State of Washington.

(b) Any claim brought by Client against Engineer must be brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.

(c) In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.

(d) No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.

(e) The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.

(f) This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.