

ORIGINAL

RESOLUTION 2011 - 50

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, APPROVING
AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES WITH REID MIDDLETON
(Airport Consultant Services)**

WHEREAS, the City of Sunnyside has previously solicited proposals from qualified persons and firms for consulting and engineering services for design and construction services for projects at the Sunnyside Municipal Airport; and

WHEREAS, the City Council finds and determines that the firm of Reid Middleton is the most qualified professional engineering firm to provide such services; and

WHEREAS, the City Council finds and determines that entering into a professional services agreement with Reid Middleton, under which Reid Middleton will prepare a benefit/cost analysis of an AWOS III-P system at the Sunnyside Municipal Airport in order to secure funding for such system from the Federal Aviation Administration, as outlined in the agreement attached hereto as Exhibit "A", should be approved; and

WHEREAS, the City Council finds and determines that such approval is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF
THE CITY OF SUNNYSIDE, WASHINGTON, as follows:**

SECTION 1. That the agreement for professional engineering and consulting services for the Sunnyside Municipal Airport Automated Weather Observation System (AWOS) Design Project (Benefit-Cost Analysis Task only) with Reid Middleton, which agreement is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby

approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 25th day of July, 2011.



JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH A. ESTRADA, CITY CLERK

APPROVED AS TO FORM:



MENKE JACKSON BEYER EHLIS & HARPER, LLP
Attorneys for the City of Sunnyside

July 12, 2011
File No. 232011.913.005

Mr. Jim Bridges
City of Sunnyside
818 East Edison Avenue
Sunnyside, WA 98944

Subject: Agreement for Professional Services
Sunnyside Municipal Airport, AWOS Design
Benefit – Cost Analysis Only

Dear Mr. Bridges:

Thank you for considering Reid Middleton to provide professional engineering services for Sunnyside Municipal Airport, AWOS Design, Benefit – Cost Analysis Only. We look forward to working with you on this project.

A. PROJECT UNDERSTANDING

This project consists of acquisition and installation of a proposed AWOS III-P for the Sunnyside Municipal Airport. In order to secure FAA funding for an AWOS III-P at Sunnyside, a Benefit / Cost Analysis will need to be performed and accepted by the FAA. An AWOS AV is eligible, but an AWOS III-P must be justified through a Benefit / Cost Analysis. This contract provides only for the Benefit / Cost Analysis portion of the work. Additional work will be included in a future contract.

B. SCOPE OF SERVICES

See Exhibit "C," Scope of Services.

C. PERIOD OF PERFORMANCE

Reid Middleton will begin services upon receipt of a signed agreement and will make every reasonable effort to complete the services in a timely manner considering the needs of the project.

D. CLIENT'S RESPONSIBILITIES

City of Sunnyside shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above.

WASHINGTON
728 134th Street SW
Suite 200
Everett, WA 98204
Phone: 425 741-3300
Fax: 425 741-3900

ALASKA
4300 B Street
Suite 302
Anchorage, AK 99503
Phone: 907 562-3439
Fax: 907 561-5319

EXHIBIT "A"

Mr. Jim Bridges
City of Sunnyside
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E. COMPENSATION

1. For services described in Exhibit C, Reid Middleton shall be paid the lump sum of \$6,720.
2. For any additional services, Reid Middleton shall be paid on a "time-plus-expenses" basis using the rates indicated in the attached Exhibit "A," Schedule of Charges Effective July 1, 2011.

F. REID MIDDLETON STAFF

Karla Kendall, P.E. will be the project manager primarily responsible for this job. However, other individuals at Reid Middleton will work on aspects of your project as required.

G. CONDITIONS OF AGREEMENT

The terms and conditions of the attached Exhibit "B," Conditions of Agreement, are included as part of this agreement.

We appreciate the opportunity to submit this proposed agreement. The terms of this agreement will become effective when confirmed by your signature within 30 days. If you wish to pursue this project after that time, this agreement may then be renegotiated. If the terms are acceptable, please sign your acceptance below and return one executed copy to Reid Middleton. If you have any questions or comments please call Karla Kendall or me.

Sincerely,

Reid Middleton, Inc.



Kurt M. Addicott, P.E.
Director, Airport Group

ACCEPTED:

City of Sunnyside

By _____

Title _____

Date _____

Attachments

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EXHIBIT "A"

AIRPORT: Sunnyside Municipal Airport
 PROJECT: AWOS Design
 CLIENT: City of Sunnyside
 JOB NUMBER: 232011 913.005
 DATE: 7/12/11

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PROJECT TASK	PROJECT	SENIOR	PROJECT	DESIGN	CAD					TOTAL HRS	PROJECT COST
	PRNPAL	ENGR	ENGR	ENGR	ENGR	OPER.	CLER.	PA			
	\$195.00	\$170.00	\$140.00	\$110.00	\$90.00	\$110.00	\$110.00	\$90.00			
	KAKJ	RH	KK	WB/SV	VC	GM	VF	KB			

1. BENEFIT - COST ANALYSIS

a	Project Administration (Assume 3 mo)	0	0	12	0	0	0	0	0	12	\$1,680
b	Develop Benefit - Cost Analysis	0	2	16	0	0	0	2	0	20	\$2,800
c	Respond to City Comments	0	0	4	0	0	0	0	0	4	\$560
d	Revise B - C Analysis / Submit for Review	0	0	4	0	0	0	0	0	4	\$560
e	Respond to Comments	0	0	4	0	0	0	0	0	4	\$560
f	Revise B - C Analysis / Resubmit	0	0	4	0	0	0	0	0	4	\$560
Subtotal - Labor		0	2	44	0	0	0	2	0	48	\$6,720

EXPENSES:

Travel:	Cost/Unit	Trips	Miles	Days	
Airfare to City (Round Trip)	\$400	0			\$0
Mileage To City (Round Trip)	\$0.55	0	0		\$0
Mileage To FAA (Round Trip)	\$0.55	0	0		\$0
Per Diem	\$0			0	\$0
Processing Fee - Percentage of Expenses			15%		\$0

Subtotal - Expenses **\$0**

SUBCONSULTANTS:

	\$0
	\$0
Handling Fee - Percentage of Subconsultants	15%
	\$0

Subtotal - Subconsultants

TOTAL BENEFIT - COST ANALYSIS Lump Sum **\$0**
\$6,720

EXHIBIT "A"

Reid Middleton, Inc.
Exhibit "A" Schedule of Charges
Effective July 1, 2011 through June 30, 2012

Compensation shall be based on time and expenses directly attributable to the project and shall follow the schedule below unless another method of compensation has been expressed in the written agreement.

I. Personnel	Hourly Rate
Principal	\$ 185.00 - \$ 225.00
Principal Engineer/Principal Planner/Principal Surveyor	\$ 180.00 - \$ 200.00
Senior Engineer/Senior Planner/Senior Surveyor	\$ 155.00 - \$ 175.00
Project Engineer/Project Designer/Project Surveyor/Project Planner.....	\$ 120.00 - \$ 145.00
Design Engineer/Designer II/Design Technician/Survey Crew Chief/ Technical Writer II/ Graphic Designer II	\$ 105.00 - \$ 115.00
Designer I/Planner/CAD Technician II	\$ 85.00 - \$ 100.00
Project Administrator	\$ 85.00 - \$ 100.00
CAD Technician I/Survey Technician/Technician/Technical Writer I	\$ 65.00 - \$ 90.00
Survey Crew (2 Person/RTK/Robotic).....	\$ 170.00
Survey Crew (3 Person/GPS).....	\$ 260.00

Expert Witness/Forensic Engineering 1.5 times usual hourly rate (4 hour minimum)

Individuals not in the regular employ of Reid Middleton may occasionally be engaged to meet specific project requirements. Charges for such personnel will be comparable to charges for regular Reid Middleton personnel.

A premium may be charged if project requirements make overtime work necessary.

II. Equipment	Rate
Design Software/Computer Aided Drafting	\$ 12.00/hour

III. Reimbursable Expenses	
Local Mileage - Automobile	\$ 0.65/mile
Local Mileage - Survey Truck	\$ 0.65/mile

Expenses that are directly attributable to the project are invoiced at cost plus 15%. These expenses include, but are not limited to, subconsultant or subcontractor services, travel and subsistence, communications, couriers, postage, fees and permits, document reproduction, special instrumentation and field equipment rental, premiums for additional insurance where required, special supplies, and other costs directly applicable to the project.

A new schedule of charges is issued and becomes effective July 1 each year. Charges for all work, including continuing projects initiated in prior years, will be based on the latest schedule of charges.

IV. Client Advances

Unless the parties agree otherwise in writing, charges for the following items shall be paid by the client directly, shall not be the responsibility of Reid Middleton, and shall be in addition to any fee stipulated in the agreement: government fees, including permit and review fees; soils testing fees and costs; charges for aerial photography; and charges for monuments. If Reid Middleton determines, in its discretion, to advance any of these costs in the interest of the project, the amount of the advance, plus a fifteen percent administrative fee, shall be paid by the client upon presentation of an invoice therefore.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement

I. Payments

- A. Due Date: Fees and all other charges are billed monthly as services progress. The full amount of each invoice is due and payable thirty (30) days after the date of such invoice.
- B. Default: Any amount not paid within thirty (30) days of the billing date shall be considered delinquent and shall bear a delinquency charge of one percent (1%) per month (or, if lower, the maximum rate allowed by law) from the date of the invoice. Failure to make a payment by the due date is a substantial breach of a material term of the parties' agreement, and Reid Middleton may, at its option, suspend services or terminate this agreement in that event. The delinquency charge or payment thereof shall not extend the due date or affect the right to suspend services or terminate. Payments received on delinquent accounts will be applied first to accrued delinquency charges and then to the unpaid principal amount.

II. Additional Services

- A. Authorization: Reid Middleton shall notify the client if it believes that any direction given by the client or any circumstance presented by the project requires the performance of services beyond the scope of the agreement. If the client disagrees that the services are beyond the scope of the agreement, or if the client prefers that the identified services not be performed, it shall notify Reid Middleton within one week of its receipt of Reid Middleton's original notice. If no such notice is received, Reid Middleton shall be authorized to perform the identified services as Additional Services.
- B. Definition: Additional Services shall include, without limitation, the following:
 - 1. Replacing stakes unless destroyed by Reid Middleton;
 - 2. Making revisions to drawings, specifications, or other documents which are inconsistent with approvals or instructions previously given by the client, required due to changes in the law, or required due to changes in the overall project;
 - 3. Providing services due to default or defective performance on the part of the construction contractor;
 - 4. Providing services to address unanticipated site conditions; or
 - 5. Providing other services beyond the scope of services described in the agreement.

III. Construction Phase

- A. Submittal Review: If Reid Middleton's services include review of construction contractor's submittals, review is conducted only for the limited purpose of checking for conformance of information given with the design concept expressed in Reid Middleton's drawings and specifications. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities. When professional certification of a submittal by others is required by the drawings or specifications, Reid Middleton is entitled to rely upon such certification.
- B. Means and Methods: Reid Middleton shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction. Reid Middleton shall not be responsible for the construction contractor's acts, errors, or omissions or for its failure to perform the construction in accordance with the drawings and specifications.

IV. Ownership of Documents

All drawings, specifications, electronic media, and other documents prepared by Reid Middleton for this project are instruments of Reid Middleton's service for use solely with respect to this project. Unless otherwise provided in writing, Reid Middleton shall be deemed to be the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The client shall be entitled to retain copies of the instruments of service for reference in connection with its use and occupancy of the project. Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used by the client or by others on other projects or for additions to this project except by agreement in writing signed by Reid Middleton and with protection from liability for Reid Middleton. In addition, Reid Middleton's drawings, specifications, electronic media, or other documents shall not be used for completion of this project by others unless Reid Middleton is adjudged to be in default under the agreement. Submission or distribution of documents to meet regulatory requirements or for similar purposes in connection with this project is not to be construed as publication in derogation of Reid Middleton's reserved rights.

Reid Middleton, Inc.
Exhibit "B" Conditions of Agreement

V. Allocation of Risk

The client agrees that, to the fullest extent permitted by law, the aggregate liability of Reid Middleton, its officers, directors, employees, and consultants to the client for any and all injuries, claims, losses, expenses, damages and claim expenses arising out of or related to the agreement, from any cause or causes, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of implied or expressed warranty shall not exceed \$100,000 or the total compensation received by Reid Middleton under the agreement, whichever is greater. The parties acknowledge that this limitation has been negotiated and reflects, among other things, the potential rewards and benefits of the project and the amount of compensation to be received.

VI. Dispute Resolution

- A. **Mediation:** In the event of a dispute arising out of or related to the agreement, or the breach or alleged breach hereof, which dispute cannot be resolved through negotiations between the parties, the parties agree that the dispute shall be submitted to nonbinding mediation. Unless the parties subsequently agree upon a different mediation service or mediator, the dispute shall be submitted to the American Arbitration Association, Seattle Tribunal, acting under its construction industry mediation rules and procedures. Either party may make the initial submission. Each party shall pay its own costs (including, if applicable, its attorney and expert witness costs) and one-half of the charge levied by the mediation service and mediator.
- B. **Litigation:** If any dispute is not resolved through nonbinding mediation, venue for litigation arising under or related to this agreement, or the breach or alleged breach hereof, shall be in Snohomish County, Washington, Superior Court. The substantially prevailing party in litigation shall be awarded its costs, attorney fees and expert witness fees incurred for trial preparation, trial and, if applicable, any and all appeals.
- C. **Arbitration:** Nothing stated herein shall preclude the parties from later agreeing, by way of a document signed by both parties, to submit any such dispute to arbitration.
- D. **Governing Law:** The agreement shall be governed by the internal laws of the State of Washington.

VII. Miscellaneous

- A. **Standard of Care:** Reid Middleton intends to render its services in accordance with standards of professional practice currently prevailing in the locale of the project and for the intended use of this project. Without limiting the generality of the foregoing, Reid Middleton makes no warranties and offers no opinions as to matters affecting title which do not appear in the public records.
- B. **Government Entities:** Reid Middleton shall not be liable for damages resulting from the actions or inactions of governmental agencies. Reid Middleton does not guarantee that requisite permits or authorizations will be issued.
- C. **Pollution and Hazardous Materials:** Unless specifically stated to the contrary in the agreement, Reid Middleton shall have no responsibility for the discovery, presence, handling, removal or disposal of pollutants or hazardous materials (including but not limited to asbestos, asbestos products, PCB, lead, or other toxic substances) in any form at the project site. In no event shall Reid Middleton (or its officers, directors, employees or consultants) be liable for costs, losses or damages -- including but not limited to delay costs or damages due to personal injury, sickness or death, or damage to property -- resulting from or related to the presence of pollutants or hazardous materials at the project site.
- D. **Independent Contractor:** Reid Middleton is an independent contractor. Reid Middleton is not an employee or agent of the client.
- E. **Subconsultants:** Reid Middleton shall have the right to retain subconsultants to perform portions of the services under the agreement. If the client reasonably objects in writing to a particular subconsultant, Reid Middleton shall replace the subconsultant if it is mutually agreed to be in the best interests of the project.
- F. **Assignment:** Subject to the right to retain subconsultants, neither party shall assign the agreement or any rights under or related to the agreement without the written consent of the other, which consent may be withheld for any reason.
- G. **Accrual:** Causes of action between the parties related to or arising out of the agreement shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, no later than the date on which Reid Middleton last performs substantial services under the agreement.
- H. **Entire Agreement:** The agreement, including these Conditions of Agreement, represents the entire and integrated agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous negotiations, representations and agreements, whether written or oral.



Exhibit "C"
Engineering Scope of Services

**CITY OF SUNNYSIDE
SUNNYSIDE MUNICIPAL AIRPORT
AWOS DESIGN
Benefit – Cost Analysis Only**

A. PROJECT UNDERSTANDING

This project consists of acquisition and installation of a proposed AWOS III-P for the Sunnyside Municipal Airport. In order to secure FAA funding for an AWOS III-P at Sunnyside, a Benefit / Cost Analysis will need to be performed and accepted by the FAA. An AWOS AV is eligible, but an AWOS III-P must be justified through a Benefit / Cost Analysis. This contract provides only for the Benefit / Cost Analysis portion of the work. Additional work will be included in a future contract.

B. SCOPE OF SERVICES

1. **BENEFIT - COST ANALYSIS** - to be provided on a total fee compensation basis. This analysis will be performed per the requirements in FAA Order 7031.2C.

A benefit – cost analysis is required to show that the benefit of the AWOS III-P exceeds the cost to the government. The benefit at Sunnyside is expected to be for medical air ambulances to have accurate weather information.

- a. Provide project administration (assume 2 weeks FAA review time, five weeks total time).
- b. Develop Benefit – Cost Analysis and submit to the City of Sunnyside (City) for review.
- c. Respond to City questions and comments.
- d. Revise Benefit- Cost Analysis as requested and submit revised Benefit – Cost Analysis to the City, FAA, and WSDOT Aviation.
- e. Respond to FAA questions and comments.
- f. Revise Benefit – Cost Analysis as requested and resubmit.

EXHIBIT "A"

C. ASSUMPTIONS

The scope of services and estimated fees are based on the following assumptions:

1. City of Sunnyside review and response time for this item of work will not exceed two business days.
2. City of Sunnyside will prepare and submit FAA Grant Reimbursement Requests.
3. Each item of work will go through one iteration of comments from the City and the FAA.

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