

CITY OF PROSSER

Document Overview

<u>TITLE:</u> ENGINEERING ASSISTANCE	<u>TYPE:</u> PSA	<u>NUMBER:</u> 2021-04A.1*
<u>CONTRACTOR:</u> MEIER ARCHITECTURE ENGINEERING 12 W KENNEWICK AVENUE KENNEWICK, WA 99336	<u>AMOUNT:</u> SEE FEE SCHEDULE	<u>EFFECTIVE DATE:</u> 5/12/2021
<u>REFERENCES (ORD/RESO/NOTES):</u> R 21-1674 *CITY HALL/PD FIRE		<u>TERMINATION DATE:</u> TBD



AGREEMENT FOR SERVICES

CLIENT: Nick Alsbury
Building Department
City of Prosser
601 7th Street
Prosser, WA 99350

PROJECT: ENGINEERING ASSISTANCE WITH CITY HALL/POLICE FIRE

Thank you for the opportunity for Meier Architecture • Engineering (Meier) to offer professional design services. We are confident we have the available staff with the skill set for your Project needs.

Our understanding of the Project is to provide engineering assistance in support of the fire to City Hall and the Police Station at Bennett Avenue and 7th Street in Prosser, WA. It is believed that the fire originated at 1221 Bennett Avenue on Saturday, May 8, 2021.

CLIENT RESPONSIBILITIES:

Meier's ability to provide all design services is contingent on the following Client responsibilities:

1. Provide Meier personnel with access to the site and facility to obtain accurate information on existing conditions and provide ladders or lifts as needed.
2. Provide any available record drawings, surveys, or studies pertaining to the subject property with relevance to the scope of design work described in this Agreement.
3. Provide any standards or specifications the Client intends for Meier to follow or consider in the design process.
4. Review interim and final documents and provide comments within two (2) working days from receipt of documents for review.

SCOPE OF SERVICES:

Meier agrees to provide the following services relating to this Project:

1. Engineering assistance on an as-requested basis. This will include, but is not limited to:
 - a. Observations: Meier will perform site observations as requested. The initial observation occurred on Sunday 5/9/21.
 - b. Provide structural assessments to allow access to the facility. This will be updated as conditions change.
 - c. Provide sketches or drawings for temporary shoring.
 - d. Provide suggestions of limiting personal and public access to the exterior and interior of the buildings. This could include fencing and other controls.
 - e. Provide structural calculations.
 - f. Scan provided building drawings and provided hard copies.

ASSUMPTIONS:

1. Most observations will be of a visual nature only, so observations will be limited by lighting and obstructions. Removal of materials to further access may be required but will be performed by others.
2. Due to the fire damage, there are many unforeseen conditions.
3. All design and drawings will be done in accordance with Meier standards including Meier sheet borders where applicable.

DELIVERABLES:

1. Documents: Transmitted in electronic PDF format. Note that additional hard copies of drawings can be provided on a time and expenses basis.
2. Stamped structural calculations: Transmitted in electronic PDF format.

SCHEDULE:

Schedule expectation is:

1. To be determined.

All services not specifically outlined in the scope of services above shall be considered additional scope and shall be subject to a commensurate adjustment to the agreed compensation. Changes to scope shall be defined by way of a written addendum, signed by the parties, prior to proceeding with the additional work. If Meier is instructed to perform additional services before a written addendum is in place, Meier shall have the right to bill the Client for these additional services on a time and expenses basis at current Meier standard rates.

COMPENSATION:

Meier will perform design services on a time and material basis per the attached rate sheet.

Invoices will be submitted monthly. A 1.5% interest charge will be added for late payment beyond the normal 30-day billing period. Agreement to provide services, as stated, is valid if approved within 30 days of date submitted. Approvals beyond 30 days are subject to re-negotiation of scope and fee.

Please mail payments to:

12 W. Kennewick Avenue, Kennewick, WA 99336

OTHER TERMS AND CONDITIONS:

Meier's Standard Business Conditions are part of this Agreement and are attached hereto, marked Exhibit "A", and incorporated herein by this reference.

Thank you for the opportunity to submit this Agreement. We look forward to working with you on this Project. If the scope of work above does not adequately reflect your expectations, please let us know. It is our goal to meet your needs and budget on this Project. If you have any questions, please feel free to contact Paul Giever directly at 509.737.6933 or pmgiever@meierinc.com.

The return of a signed copy of this Agreement will authorize Meier to continue with this work. Since this was an emergency situation, Meier has already been working in support of the City of Prosser.

APPROVED BY:

City of Prosser

Randy Taylor
Signature

Randy Taylor
Print

5/13/2021
Date

Meier Architecture • Engineering

Paul M. Gieras
Signature

Paul M. Gieras
Print

5/12/21
Date

EXHIBIT "A"
TO AGREEMENT FOR SERVICES
MEIER ARCHITECTURE • ENGINEERING
STANDARD BUSINESS CONDITIONS

I. RESPONSIBILITY OF MEIER ARCHITECTURE • ENGINEERING.

A. CONFIDENTIALITY AND NON-USE

During the conduct of specific engineering assignments, Meier Architecture • Engineering (Meier) and its employees may obtain, directly or indirectly, information proprietary to Client. Accordingly, Meier agrees, on behalf of itself and its employees, to maintain as confidential all said proprietary information and not to disclose it without specific authorization from Client, except as may be required by law.

B. INSURANCE

Meier maintains insurance coverage in the following amounts, and upon request of Client, will provide a Certificate of Insurance so indicating:

	Type of Policy	Limits of Liability
(a)	Standard Workers' Compensation/ Employer's Liability	WA State Labor & Industries (No limit) \$1,000,000
(b)	General Liability Combined Single Limit (Bodily Injury/ Property Damage)	\$2,000,000 Aggregate \$1,000,000 Each Occurrence
(c)	Automobile Liability Combined Single Limit (Bodily Injury/Property Damage)	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
(d)	Professional Liability/Errors and Omissions	\$3,000,000 Each Claim \$3,000,000 Aggregate

If Client requires additional insurance above and beyond the limits listed above, Client agrees to pay Meier's cost in obtaining the additional insurance.

C. INDEMNIFICATION/LIMITATION OF LIABILITY

Meier shall indemnify and hold harmless Client and its officers, employees, agents, successors and assigns from and against any and all liability, claims, demands, suits, actions, third-party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorney fees (hereinafter referred to collectively as "Damages") that either directly or indirectly arise out of, or result from, injury or death to persons, including employees of Client or Meier, or damage to property of whatever kind and nature, only if and to the extent the injury or damage is caused by a negligent act of Meier or its employees or agents in the performance of Meier work under this Agreement. Client shall give prompt notice to Meier of any such suit, claim, demand, or action relating thereto in order to provide Meier with the earliest opportunity to defend against any actions or proceedings for Damages. Meier agrees, however, that any failure on the part of Client to give such notice shall not be deemed a waiver, abrogation or limitation of Meier's obligation to indemnify and hold harmless Client, except to the extent that such failure to give notice actually prejudices Meier's ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages that either directly or indirectly arise out of or result from acts, errors or omissions of Client or any of its officers, employees, agents, consultants other than Meier, or other representatives.

D. LIMITATION OF LIABILITY

Meier's total aggregate liability for work performed under this contract regardless of theory (negligence, strict liability, contract or indemnity) is limited to the type and amount of insurance coverage as listed above in Paragraph B, entitled INSURANCE then available to satisfy any settlement, judgment or award or Meier's fees paid to date by Client, whichever is less.

II. RESPONSIBILITY OF CLIENT

A. COORDINATION

Client shall provide a representative to coordinate all onsite activities and to serve as Meier's point of contact.

B. REVIEW

Client shall provide timely and expeditious reviews of Meier's reports; provide general guidance during execution of the work and, in general, cooperate to the fullest extent possible during Meier's performance of the work and efforts to meet project schedules.

C. INDEMNIFICATION

Client shall defend, indemnify and hold harmless Meier and its officers, employees, consultants, agents, successors and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages,

21-8781

Page 4 of 6

05/12/2021

costs expenses, losses, and attorneys' fees (hereinafter referred to collectively as "Damages") that arise out of or result from the injury or death to persons, including employees of Client or Meier, or damage to property of whatever kind and nature, only if and to the extent the injury or damages is caused by or resulting from a concurrent negligent act of the indemnitee (Client) or its employees or agents and the indemnitor (Meier) or its agents or employees and is enforceable only to the extent of the indemnitor's negligence. Meier shall give prompt notice to Client of any such suit, claim, demand, or action relating thereto in order to provide Client with the earliest opportunity to defend against any actions or proceedings for Damages. Client agrees, however, that any failure on the part of Meier to give such notice shall not be deemed a waiver, abrogation or limitation of Client's obligation to indemnify and hold harmless Meier, except to the extent that such failure to give notice actually prejudices Client's ability to assert defenses available to it. Indemnification under this provision shall exclude any and all Damages that either directly or indirectly arises out of or result from acts, errors or omissions of Meier or any of its officers, employees, agents, consultants or other representatives.

D. DISPUTES/ATTORNEYS' FEES

The Client expressly agrees that should a dispute arise, or should Meier have to bring suit to collect any of the principal and interest due under this contract, that the Client shall pay, in addition to aforementioned principal and interest due, all costs of the legal action, including but not limited to, filing fees, deposition costs, payment for witnesses, and other court costs, as well as Meier's reasonable attorneys' fees incurred therein, and on any appeal thereof, assuming Meier is the substantially prevailing party. The parties hereby stipulate to the jurisdiction and venue of the Benton County, Washington Superior Court for resolution of all disputes arising under this Agreement.

E. NOTICE OF LIEN

The Client acknowledges that notice has been given that a lien may be filed by Meier for materials and services furnished under this contract and that the Client hereby consents that such a lien may be filed as security for any materials and/or services provided under this contract. Client also expressly waives all other notice requirements that a lien may be claimed.

F. MEDIATION

The Client and Meier agree to submit all claims and disputes arising out of this Agreement to non-binding mediation in Benton County prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

G. REVISIONS

If Meier is required to make revisions to the Contract Documents, Meier shall be entitled to compensation, as an Additional Service for changes to Contract Documents that result from (1) scope changes directed by the Client that materially impact costs, (2) market fluctuation in the price of construction goods and services that could not have been reasonably anticipated by Meier, (3) revisions to the Contract Documents directed by the Owner, (4) matters beyond the reasonable control of Meier or (5) as found conditions different from those identified in design that result in additional design effort.

III. INVOICES

A. INVOICES

Invoices will be submitted on a monthly basis for work completed and are due upon receipt. Past-due balances are subject to interest at the rate of 1-1/2 percent per month effective 30 days after the date of the invoice. This represents an annual charge of 18 percent. If full payment is not received within 30 days after the date of the invoice, Meier has the option to cease work on the project. Final billing will be noted and state the finality of all deliverables that have been received by the Client from Meier.

B. DISPUTED AMOUNTS

Client will notify Meier within one week of receipt of an invoice if there is a dispute on the invoice. In such event, Client shall pay that amount of the invoice not in dispute, and the disputed amount will be credited or billed on the next monthly invoice.

C. EXTRA DIRECT EXPENSES

Client shall pay timely for direct expenses at a rate of cost plus 13% for items of the following nature: title certificates, public signage, processing, recording, and review fees, reproduction, printing, advertising, and all other "out of pocket" expenses, including but not limited to mileage, equipment rental, and travel expenses.

IV. GENERAL

A. VALIDITY

This Agreement is valid for 30 days from the date of delivery. Subsequent to that date, Meier may withdraw this Agreement or revise the basis of payment to allow for changing costs and adjust start and completion dates to conform to Meier workload.

B. CHANGES

Only with the consent of both the Client and Meier may make changes in, additions to and omissions from the Scope of Service be authorized under this Agreement. Any increase in the Scope of Service shall be agreed upon in a writing signed by the parties

before Meier will proceed with such changes, additions, or omissions. Meier will not be responsible for costs associated with the materials or construction efforts as a result of design errors, clarifications, or omissions not chargeable to Meier's efforts hereunder.

C. DELAYS

Any departure from the stated schedule of work that is caused in whole or in part by a delay originated by Client, or caused by conditions beyond the control of Meier (such as unfavorable weather conditions/events, partial or complete plant shutdown, loss of key personnel, strikes, natural disasters or acts of terrorism) constitutes a change of scope and will be grounds for renegotiation of the contract price and the completion date. Client will be responsible for the cost of any additional work resulting from such delays. Meier will be responsible for notifying Client of any delays.

D. TERMINATION

Either party may terminate this Agreement without cause by providing 10 calendar days written notice to the other party. In the event of termination, Client will pay Meier for all fees and expenses incurred to date of termination, per the related fee schedule for said project.

E. OWNERSHIP OF DOCUMENTS

Upon payment of all fees for services, costs and disbursements, Client shall be entitled to reproduce any documents prepared under this Agreement where such reproduction is in furtherance of project objectives. Any other reproduction, publication, distribution or use of such documents or copies is permitted only upon obtaining prior written consent of Meier. Such documents and copies shall, at all times, remain the property of Meier. All unauthorized uses are at the sole risk of the users.

F. NON-SOLICITATION

Neither Meier nor Client shall offer employment to the employees of the other during this Agreement and for a period of one year following the date on which the employee(s) last performed services under this Agreement, unless there is mutual consent with regard to a particular employee.

G. PRIVACY OF AGREEMENT CONTENT

The information contained in this Agreement is considered privileged and confidential. Any use or release of this information for purposes other than evaluation of its content as a basis of contract award is prohibited.

H. AGREEMENT TERMS AND CONDITIONS

The terms and conditions of this Agreement (which includes both this Exhibit "A" and the "Agreement for Services" to which this exhibit is attached) constitute the entire Agreement between Meier and Client. Any terms, revisions or conditions in Client's purchase orders, correspondence or other forms that are not consistent with the terms, provisions or conditions of this Agreement are void, unenforceable and not part of this Agreement. This Agreement, as defined, supersedes anything written in any other document by either party that is in conflict.

I. CAPTION

All captions or subtitles used herein are intended solely for convenience of reference and shall in no way limit or broaden any of the provisions of this Agreement.

J. WAIVER

Failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver by that party of any such provisions or of the right of such party to thereafter strictly enforce each and every provision of this Agreement.

K. COOPERATION

All parties hereto agree to fully cooperate in all matters related to or arising out of this Agreement.

L. SCRUTINY

This Agreement has been submitted to the scrutiny of all parties and their respective legal counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof without consideration or weight being given to its being drafted by or for one of the parties. If in fact one of the parties has not submitted this Agreement to the scrutiny of their legal counsel, such party stipulates that, despite having had the opportunity to do so, they waived the same and elected to proceed without the benefit of such legal review.

End of Exhibit "A"

Meier Enterprises Fee Schedule
Effective as of January 1, 2021 through December 31, 2021
Proprietary Information

Classification	Rate
Expert Witness	275.00
Principal Project Manager	210.00
Senior Project Manager	145.00
Project Manager	142.00
Senior Technical Engineer	145.00
Senior Engineer	134.00
Project Engineer	132.00
Mid Level Engineer	118.00
Engineer	113.00
Graduate Engineer	105.00
Estimator	126.00
Principal Architect	168.00
Senior Architect	137.00
Project Architect	121.00
Architect	105.00
Architectural Intern	91.00
Project Designer	108.00
Senior Designer	105.00
Mid Level Designer	95.00
Designer	84.00
Drafter	77.00
Intern	53.00
Controller Contract Specialist	150.00
Project Accountant	84.00
Network Administrator	105.00
Network Support	72.00
Document Controls Clerk	79.00
Technical Editor	72.00
Administrative Assistant	72.00

1. Direct costs, such as outside consultants, reproduction, photography, etc., incurred will be billed at cost plus 12.5%.
2. Mileage costs and per diem are billed at current published General Services Administration (GSA) rates plus 12.5%.
3. MicroStation/3D/Photo Editing station costs are billed at \$10.00 per hour.
4. Notary Services \$10.00 per notary.
5. Hourly employees incurring overtime will be billed at the published rate above plus 25%.
6. Project related reproductions requested by the client and completed in-house to be billed at the following rates:

Bond	8 1/2 x 11	\$ 0.05/each	24 x 36	\$ 2.00/each
	11 x 17	\$ 0.10/each	30 x 42	\$ 2.50/each
Color Plots	8 1/2 x 11	\$ 2.00/each	24 x 36	\$ 10.00/each
	11 x 17	\$ 4.00/each	30 x 42	\$ 15.00/each
Mylar	24 x 36	\$ 10.50/each	30 x 42	\$ 15.30/each