

CITY OF FIFE PROFESSIONAL SERVICES AGREEMENT

1. **Parties and Date.** THIS Agreement is made effective as of the 31st day of January 2013 by and between CITY OF FIFE, WASHINGTON ("City") and Tetra Tech, Inc ("Consultant").

CITY OF FIFE, WASHINGTON ("CITY")

5411 23rd Street East

Fife, WA 98424

Contact: David K. Zabell

Phone: 253-922-2489

Fax: 253-922-5355

and

Tetra Tech Inc. ("CONSULTANT")

1420 5th Ave, Suite 600

Seattle, WA 98101

Contact: Doug Genzlinger

Phone: (206) 883-9342

Fax: (206) 883-9301

Email: Douglas.genzlinger@tetrattech.com

Tax ID No.: 95-4148514

2. **General Purpose and Intent.**

A. Remove and replace the interior concrete coating in the wetwell and the discharge header vault and flow meter vault at PS-1, PS-6, and PS-13. Also coat all ductile iron piping in the wetwells and discharge vaults.

3. **Services by Consultant.**

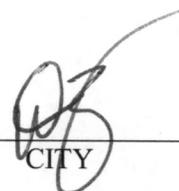
A. Consultant shall perform the services described in the Scope of Work attached hereto as Exhibit "A" (the "Scope of Work"). The services performed by the Consultant shall not exceed the Scope of Work without prior written authorization from the City.

B. The City may from time to time require changes or modifications in the Scope of Work. Such changes, including any decrease or increase in the amount of compensation, shall be agreed to by the parties and incorporated in written amendments to the Agreement.

4. **Schedule of Work.**

A. Consultant shall perform the services described in the Scope of Work in accordance with the schedule attached hereto as Exhibit "B." If delays beyond Consultant's reasonable control occur, the parties will negotiate in good faith to determine whether an extension is appropriate.

B. Consultant is authorized to proceed with the services described in the Scope of Work upon receipt of a written Notice to Proceed.


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5. Compensation.

LUMP SUM. Compensation for the services described in the Scope of Work shall be a Lump Sum of \$ _____.

X TIME AND MATERIALS NOT TO EXCEED. Compensation for the services described in the Scope of Work shall not exceed \$122,816 without written authorization and will be based on the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

TIME AND MATERIALS. Compensation for the services described in the Scope of Work shall be on a time and material basis according to the list of billing rates and reimbursable expenses attached hereto as Exhibit "C."

OTHER. _____

6. Coordination of Contract Documents. This Agreement consists of this professional services agreement form and Exhibits "A" through "C." If there is any inconsistency between this professional services agreement form and any of the Exhibits, the professional services agreement form shall take precedence.

7. Payment.

A. Consultant shall provide monthly invoices in the format acceptable to the City for work performed to the date of invoice. Consultant shall maintain time and expense records for reimbursable expenses and any work that is billed hourly under this Agreement and provide them to the City upon request.

B. All invoices shall be paid by City warrant within sixty (60) days of receipt of a proper invoice.

C. Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by City representatives for three (3) years after final payment unless a longer period is required by a third-party agreement. Copies shall be made available on request.

D. If the services rendered do not meet the requirements of the Agreement, Consultant will correct or modify the work to comply with the Agreement. City may withhold payment for such work until the work meets the requirements of the Agreement.

8. Discrimination and Compliance with Laws.

A. Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.



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B. Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Consultant shall obtain a City of Fife business license pursuant to the provisions of Chapter 5.01 FMC prior to receipt of written Notice to Proceed.

D. Violation of this Paragraph 8 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension of the Agreement by City, in whole or in part, and may result in ineligibility for further work for City.

9. Term and Termination of Agreement

A. This Agreement may be terminated by the City at any time upon the default of the Consultant or upon public convenience, in which event all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City, and Consultant shall be entitled to just and equitable compensation for any satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein. Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipated profit on work not performed because of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in the event of such termination. If the Agreement is terminated for default, the Consultant shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Consultant. The Consultant shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

B. The City may suspend this Agreement, at its sole discretion, upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Consultant's reasonable expenses, and shall be subject to verification. The Consultant shall resume performance of services under this Agreement without delay when the suspension period ends.

10. Standard of Care. Consultant represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities. Services provided by Consultant under this agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in similar circumstances.

11. Ownership of Work Product.

A. All data materials, reports, memoranda, and other documents developed under this Agreement whether finished or not shall become the property of City, shall be forwarded to City at its request and may be used by City as it sees fit. Upon termination of this agreement pursuant to paragraph 9 above, all finished or unfinished documents, reports, or other material or work of Consultant pursuant to this Agreement shall be submitted to City. City agrees that if it uses products prepared by Consultant for


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purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to indemnify and hold Consultant harmless therefore.

B. Spatial data created by consultants for City of Fife via this contract should be delivered as either ESRI shapefiles or an ESRI file geodatabase. The data should be developed in (or projected to) StatePlane 1983, WA South (Projection), NAD83HPGN (Datum), US Survey Feet (units). These datasets should be delivered on CD/DVD, complete with any projection files, accessory tables relatable by a fixed unique identifier to the spatial data, and metadata using Federal Geographic Data Committee (FGDC) specifications. If the data is produced in AutoCad 2000 or later, the shapefile format is an export option and should be utilized and all other criteria still apply. The City of Fife retains ownership to such data layers produced using taxpayer dollars and controls any future dissemination or reuse of this data.

12. Indemnification/Hold Harmless. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.


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3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.


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14. Assigning or Subcontracting. Consultant shall not assign, transfer, subcontract or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the City, which consent may be withheld at the City's sole discretion.

15. Independent Contractor. Consultant is and shall be at all times during the term of this Agreement an independent contractor.

16. Notice

A. Any notice or communication required by this Agreement must be in writing, and may be given either personally, electronically with evidence of receipt, by express delivery service, or by registered or certified mail, return receipt requested. If given personally, by express delivery service, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the person to whom it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

David K. Zabell
City Manager
5411 23rd Street East
Fife, WA 98424

Phone: 253 922-2489
Fax: 253 922-5355

Phone: _____
Fax: _____
Email: _____

Email: dzabell@cityoffife.org

B. Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 16.A.

17. Disputes. Any action for claims arising out of or relating to this Agreement shall be governed by the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

18. Attorneys Fees. In any suit or action instituted to enforce any right granted in this Agreement, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorneys fees from the other party.

19. Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.



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STATE OF CALIFORNIA

John W. ...

John W. ...

1-28-18

John W. ...

STATE OF CALIFORNIA

Exhibit A, Scope of Services

Task 100, Project Management

- Prepare monthly invoices and progress reports
- Manage the project team, including subconsultants (i.e., Greenman-Pedersen, Inc.).
- Coordinate with the City on project progress, as well as on issues that require City input or actions.
- Review all project deliverables, including plans and specifications, for technical accuracy and overall quality.

Assumptions:

- The billing rates shown in Exhibit C are based on a multiplier of 3.15 times hourly wages for each individual working on the project. The total Tetra Tech charges under this contract will not exceed the total shown in Exhibit C unless supplemental funds are provided via a contract amendment.

Deliverables:

- Monthly invoices with budget status
- Progress reports.

Task 200, Design

- Produce 75% and 100% complete design documents consisting of plans and specifications for the wetwell coating rehabilitation (See preliminary drawing list at end of Exhibit A).
- Develop an estimate of probable construction cost at 75% and 100% complete design.

Assumptions:

- The City will provide Tetra Tech with historical flow data for PS-1, PS-6, and PS-13. This information is necessary for the design of the sewage bypass systems.
- The City will be provided electronic files of the plans and specifications for the 75% review.
- Tetra Tech will provide the City with preliminary drawings and specifications for the City's review in support of discussions with the City to obtain input and make decisions necessary to complete the design and allow the project to be advertised.
- The City will provide review comments on the 75% design documents within 2 weeks of receiving the electronic files.
- The 100% design documents will be included in the bid package.
- The City will provide the "front-end" documents in electronic format (invitation to bid, instructions to bidders, insurance and bonding requirements, general terms and conditions, etc) to Tetra Tech for inclusion in the bid documents.
- The City will be provided electronic files of the bid documents for advertisement via the Builders Exchange.

Deliverables:

- 75% complete design documents (Plans and list of specifications) and probable construction cost.
- Bid documents (100% Plans, specifications, bid form) and engineer's estimate of construction cost.

Task 300, Services During Bidding

- Post advertisement and bid documents on the Builders Exchange.
- Answer questions from bidders. Document items discussed and answers provided.
- Conduct pre-bid tour of the pump stations.
- Develop addenda to the bid documents if necessary and post on the Builders Exchange.
- Assemble bid tab.
- Review the bids, discuss technical qualifications portions of the submitted bids, contact the references listed for similar projects completed by the bidder, and recommend award.

Assumptions:

- A maximum issuance of two addenda is assumed.
- The City will pay all costs for advertising this project in the Builders Exchange.
- The Builders Exchange will distribute documents as requested by potential bidders, and maintain a list of plan holders.
- Addenda package (if necessary) will be provided to the Builders Exchange in electronic format and posted to the Builders Exchange.
- A maximum of 3 hours is allotted for the pre-bid tour of the pump stations.
- The City will organize and conduct the bid opening.
- The City will review the apparent low bid (with input from Tetra Tech as noted).
- Assuming the bid is determined to meet all legal and technical requirements, the City will issue the Award letter and Notice to Proceed.

Deliverables:

- Addenda package.
- Bid tab.
- Award letter and Recommendation of award.

Task 400, Construction Administration (Tetra Tech)

- Coordinate the work efforts of the project team during construction, including the National Association of Corrosion Engineers (NACE) inspector who will be under subcontract with Tetra Tech (see Task 500).
- Organize and run the pre-construction conference.
- Organize and run construction progress meetings.
- Review and respond to Contractor submittals.
- Respond and respond to Requests for Information (RFI's) from the Contractor.
- Communicate with the City on questions that may arise during the construction phase.
- Prepare change order technical and administrative documents.
- Coordinate with the Coatings Inspector to prepare monthly pay estimates.
- Coordinate with the Coatings Inspector to provide the City with Daily Reports (See Task 500).
- Issue Certificate of Substantial Completion.
- Prepare the final punch list.
- Prepare final acceptance letter.

Assumptions:

- Construction period of 5 months (May-September, 2013).
- Bi-Weekly progress meetings at City Hall (A maximum of 10 meetings is assumed).

- Consultant will visit the project in conjunction with the bi-weekly progress meetings. A maximum of five additional visits to the project are assumed.
- A maximum of 5 RFIs.
- A maximum of 2 change orders.
- A maximum of 5 pay estimates will be reviewed.

Deliverables:

- Responses to Requests for Information (RFIs).
- Submittal review comments.
- Monthly pay estimates that include estimated percent construction complete.
- Meeting notes for the pre-construction and project progress meetings.
- Issuance of certificate of substantial completion
- Final punchlist for each of the three stations.
- Final acceptance letter.

Task 500, Construction Observation (NACE)

This task does not provide full-time construction observation, as discussed further under the "Assumptions" section. A National Association of Corrosion Engineers (NACE) certified painting inspector shall visit the pump station where rehabilitation work is occurring for a few hours per day, depending upon the type of activity underway at the site. Site visits by the NACE inspector will be unannounced. The NACE inspector will:

- Participate in the review of the submittals in the following areas:
 - Proposed coating systems, proposed field crew for coating application, proposed application procedures and equipment to be used.
 - Proposed sewage by-pass plan, including pumping and temporary by-pass pipe routing.
 - Traffic control plans.
- Verify that the Contractor is following the project specifications and manufacturer's recommendations in completing the work.
- Complete daily reports to include a summary description of the work underway and work completed, surface preparation procedures and results, coating application conditions (temperature, humidity, moisture/vapor emission rate, surface, etc.), and coating application equipment, personnel, procedures, and application rates. Describe any corrective action required by the Contractor.
- Coordinate with the Contractor to determine the approximate timeframes for critical activities requiring observance by the NACE inspector. Examples—
 - Following the removal of the existing coating, and high pressure washing of the exposed concrete, check for areas of groundwater infiltration that will need to be grouted prior to coating.
 - Check for proper surface preparation of concrete and metal surfaces to determine if manufacturer's recommendations for surface roughness (profile) have been achieved prior to authorizing coating to proceed.
 - Check that specified coating thickness is applied.
- Coordinate with Tetra Tech to review pay requests and confirm quantities of materials used in the construction.
- Coordinate with Tetra Tech on issues that arise during construction, and interface with the Contractor to implement the selected course of action.

Assumptions:

- The construction will be completed within the assumed construction period of 5 months.

- As shown in Exhibit B, construction work at the three pump stations included in this project is estimated to require 90 working days. The inspection hours listed in Exhibit C (250 hours) equate to approximately 2.8 hours per day on average.
- This level of observation should be adequate assuming the following:
 - The Contractor has good quality control standards and procedures and does not need a higher level of observation than described.
 - The contract specifications will include a 5-year warranty from the Contractor to be issued to the City upon project completion, to include all labor and materials necessary to repair or replace the coating if deficiencies (cracking, peeling, blistering, etc) are noted.
 - The City will provide operational support to the Contractor during the installation and dis-assembly of the sewage by-pass system. City operators will operate the pump station controls during the transition to/from bypass pumping around the station by the Contractor. The Contractor will not be authorized to operate the pump station controls under any condition.
- The Contractor will provide his own source of power at the pump stations. This could consist of a temporary utility connection if a transformer is located nearby, or the Contractor could provide a backup generator with a critical grade silencer and in good condition.
- The Contractor has the option of using either electric or diesel-powered portable pumps for the bypass pumping system. The Contractor will be required to provide a completely identical stand-by pump on site during the rehabilitation work

Deliverables:

- Daily reports, including test results (surface profile (i.e, roughness) achieved for concrete and metal surfaces, coating thickness, etc). Daily reports are to be provided to the City as well as Tetra Tech.
- Correspondence regarding construction progress, issues for discussion/action, issues impacting construction schedule and cost, etc.

Drawing List

- G-1 Title Sheet, Location Map, and Drawing Index
- G-2 Abbreviations, Symbols, and General Notes
- PS1-1 Sewage Bypass Site Plan, PS-1
- PS1-2 Plan and Section Views, PS-1
- PS6-1 Sewage Bypass Site Plan, PS-6
- PS6-2 Plan and Section Views 1, PS-6
- PS6-3 Plan and Section Views 2, PS-6
- PS6-4 Traffic Control Plan, PS-6
- PS13-1 Sewage Bypass Site Plan, PS-13
- PS13-2 Plan and Section Views, PS-13
- PS13-2 Traffic Control Plan, PS-6

Exhibit B - Project Schedule City of Fife Wetwell Rehabilitation Project

ID	Task Name	Duration	Start	2013												
				Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1	Task 100, Project Management	213 days	Wed 1/2/13	[Bar spanning Dec to Nov]												
2	Task 200, Design															
3	75% Design Completion	25 days	Mon 1/28/13													
4	City Review of 75% Design	10 days	Mon 3/4/13													
5	100% Design Completion/Bid Document	15 days	Mon 3/4/13													
6	Final City Review and Procurement Coordination	3 days	Mon 3/25/13													
7	Task 300 Services During Bidding															
8	Advertise Project	20 days	Thu 3/28/13													
9	Pre-bid tour	1 day	Wed 4/17/13													
10	Bid Opening	1 day	Wed 4/24/13													
11	Bid Review	3 days	Thu 4/25/13													
12	Contract Award/NTP	1 day	Mon 4/29/13													
13	Task 400 & 500, Construction Administration and Observation															
14	Submittal Review	20 days	Tue 4/30/13													
15	PS-1	20 days	Mon 5/27/13													
16	PS-6	40 days	Mon 6/24/13													
17	PS-13	30 days	Mon 8/19/13													
18	Project filing, final invoicing	20 days	Mon 9/30/13													

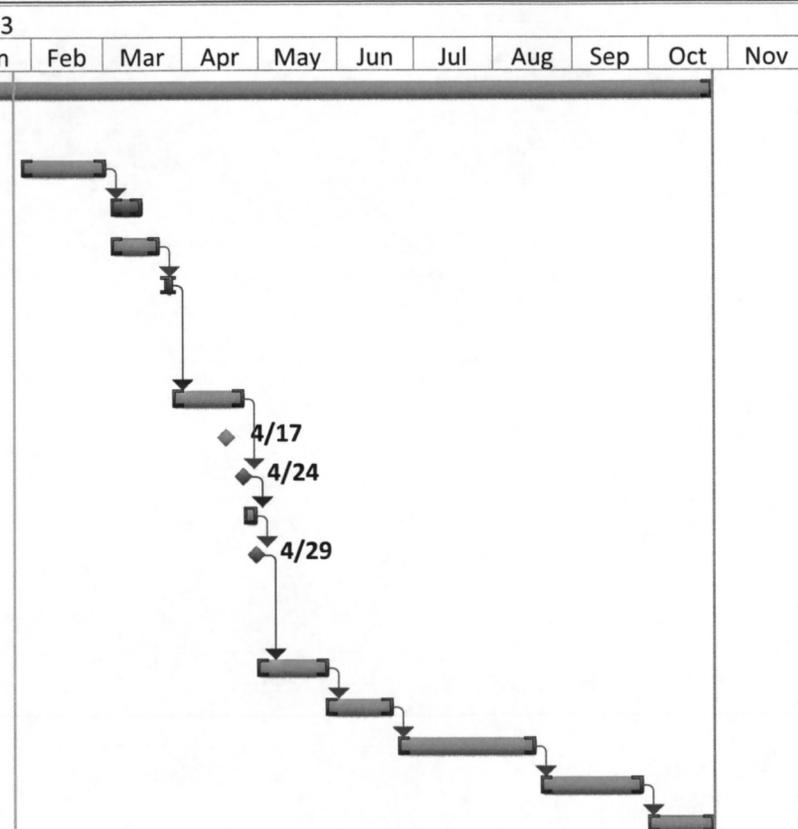


Exhibit C

Estimated Engineering Cost

City of Fife

Wetwell Coating Rehabilitation PS-1, PS-6, PS-13

Tetra Tech Estimated Hours And Cost

Task	Project Manager	Project Engineer	CAD Operator	Administration	Total
Task 100, Project Management	20	16		24	60
Task 200, Design		140	96		236
Task 300, Services During Bidding	6	36			42
Task 400, Construction Administration	12	140		40	192
Total Tetra Tech Hours	38	332	96	64	530
Billing Rate	\$210.26	\$188.06	\$126.00	\$107.10	
Tetra Tech Estimated Labor Cost	\$7,990	\$62,434	\$12,096	\$6,854	\$89,375
Total Other Direct Costs (See Table Below)					\$33,441
Total Cost					\$122,816

Tetra Tech Estimated Other Direct Costs

ODC	Units	Unit Price	Quantity	Total
Mileage	Miles	\$0.60	800	\$480
Computer Usage	Labor Hr	\$2.70	530	\$1,431
Printing/Copying	LS	\$400	1	\$400
WPI Sub-Consultant Cost (see below)	\$	\$28,300	1	\$28,300
Sub-Consultant Markup @ 10%	\$	\$2,830	1	\$2,830
Total Cost				\$33,441

Subconsultant Cost

Greenman-Pedersen Inc (GPI) Estimated Hours And Cost

Task	Project Manager	GPI Paint Inspector	Total
Task 500, Construction Observation	50	250	300
Billing Rate	\$135	\$85	
WPI Estimated Labor Cost	\$6,750	\$21,250	\$28,000
Total Other Direct Costs (See Table Below)			\$300
Total Cost			\$28,300

Greenman-Pederson Inc Other Direct Costs

ODC	Units	Unit Price	Quantity	Total
Milage	Miles	\$0.50	600	\$300
Total Cost				\$300

