# PROFESSIONAL SERVICES AGREEMENT

**PARAMETRIX, INC.**

**THIS AGREEMENT** is between the City of Bremerton, a municipal corporation (hereinafter referred to as "City") and Parametrix, Inc. (hereinafter referred to as "Consultant").

WITNESSETH:

1. **SCOPE:** The Consultant agrees to provide professional services for Construction Management and Observation Services for the Sesko Property Nuisance Abatement project as further described in the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit "A". The project involves managing abatement activities, observing Contractor performance, processing Contractor pay requests, negotiating change orders and assisting the City with final project inspection and contract close-out.

2. **TERM:** The contract shall commence on the date of the agreement and will terminate April 01, 2002, unless otherwise extended by the City.

3. **COMPENSATION:** City shall pay the Consultant compensation as follows:

   This is a Time and Materials Contract. The total fees under this Agreement shall not exceed thirty-five thousand one hundred forty six dollars and thirty nine cents (35,146.39). Charges for services shall conform to the fee schedule attached hereto as part of Exhibit "A".

   The Consultant shall submit regular statements describing the services rendered with a breakdown for work completed as authorized under this Agreement. The City, upon receipt of the completed statement, shall promptly process said claim for payment.

   If the description of services on the Proposal designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth in the Proposal, which sum may exceed the amount specified above. However, said services will only be performed and compensated by the City after the City has directed such performance in writing.

4. **RELATIONSHIP OF PARTIES:** The parties understand and agree that the Consultant is a firm skilled in matters pertaining to Civil Engineering and will perform independent functions and responsibilities in the area of its particular field of expertise. The Consultant and its personnel shall act as independent contractors and not employees of the City. As such, they have no authority to bind either the City or control employees of the City, contractors, or other entities. Within the performance of these duties, the Consultant shall work under the direction of the Fire Chief of the City of Bremerton.

5. **INDUSTRIAL INSURANCE:** The Consultant agrees to provide for State Industrial insurance coverage for its personnel as required by State Law.

6. **LICENSE AND TAXES:** The Consultant shall possess a current Bremerton Business License and any regulatory license required to fulfill the Consultant's obligations under this Agreement. B & O taxes shall be paid when due and the Consultant, by this Agreement, assigns any payments due under this Agreement to the City Clerk for payment of such taxes which have been declared delinquent.

7. **INSURANCE AND HOLD HARMLESS:** Consultant shall provide professional liability or errors and omissions insurance of $1,000,000 per claim and comprehensive general liability insurance, including bodily injury and property damage, of at least $1,000,000 per occurrence. The City shall be named an additional insured on the comprehensive general liability insurance policy.

Consultants shall, at all times, be responsible for the negligent or wrongful acts or failures to act of its personnel which occur or arise in any way out of the performance of this agreement. Consultant agrees to defend and indemnify and hold harmless the City, its appointed and elected officers and employees, from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof, because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and on account of damage to property, to the extent arising out of the negligent performance of this Agreement, if such injuries to persons or damage to property is due to the negligence of the Consultant, its subcontractors, its agents or assigns. This provision shall be inapplicable to the extent such damage or injury is judicially found to be caused by the negligence of the City.

The parties have specifically negotiated to provide that Consultant defend, hold harmless, and indemnify the City for all claims, damages, and losses, including attorneys fees, arising from any claims of Consultant's employees for injuries covered by Title 51 RCW, and for which Consultant could not be held directly liable.

8. **GENERAL CONDITIONS:**

a. Reports and Information: The Consultant, at such times and in such forms as the City may require, shall furnish the City such reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. The Consultant will maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoiced amount.

b. Entire Agreement: This Agreement constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement. There are attached hereto and incorporated by reference as part of this Agreement Exhibit "A".

c. Amendments: The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

d. Notices: Any notices required to be given by the City to the Consultant or the Consultant to the City shall be in writing and delivered to the parties at the following addresses:

| | |
|---|---|
| City Clerk<br>239 – Fourth Street<br>Bremerton, WA 98337 | Parametrix, Inc.<br>5700 Kitsap Way, Suite 202<br>Bremerton, WA 98312 |

e. Waiver: Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

f. Compliance with State, Local and Federal Laws: The Consultant agrees to comply with applicable local, state and federal laws in performance of all services under this Agreement.

g. Applicable Law Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and, in the event of a dispute, the venue of any action brought hereunder shall be in Kitsap County Superior Court.

h. Attorney Fees: The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

9. **NONDISCRIMINATION:** The Consultant shall not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, marital status or disability, except employment actions based on a bona fide occupational qualification.

10. **TERMINATION:** This Agreement may be terminated by the City for convenience upon thirty (30) days' written notice to the consultant. Either party may terminate this agreement for cause if either party fails substantially to perform through no fault of the other and does not commence correction within five (5) days of written notice and diligently completes the correction thereafter. Upon such termination, City will be entitled to reports

showing the status of all matters upon which Consultant is advising the City as of the effective date of termination.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year indicated.

Date: Nov 30, 2001 BY: _____
PARAMETRIX, INC.

CITY OF BREMERTON

Date: 12/4/01 BY: Lynn S. Horton
LYNN S. HORTON, Mayor

DEPARTMENTAL APPROVAL:

_____
AL DUKE, Fire Chief

APPROVED AS TO FORM:

_____
LOREN COMBS, Interim City Attorney

RECEIVED FOR FILING:

_____
KATHLEEN L. MCCLUSKEY, City Clerk

# EXHIBIT A

## Scope of Work

## Construction Management/Administration
## Sesko Nuisance Abatement
## City of Bremerton Fire Department

### OVERVIEW

The City of Bremerton anticipates entering into a contract to abate public nuisances at properties located at 1701 Pennsylvania Avenue and 3536 Arsenal Way in Bremerton, Washington.

The City has requested that Parametrix assist by providing construction management and observation of the Contractor performance for the duration of the abatement contract. This scope of work describes Parametrix' project approach and estimate of cost for managing abatement activities, observing Contractor performance, processing Contractor pay requests, negotiating changes orders, and assisting the City with final project inspection and contract close-out.

### Task 1 Construction Management

***Goal:*** To monitor Contractor performance against the contract specifications and report to the City on the completion of project requirements.

***Approach:***

- Parametrix will conduct a pre-construction meeting with the selected Contractor to review project specifications and establish project requirements for the Contractor. Parametrix will review Contractor submittals and provide recommendations for accepting, rejecting, or modifying each submittal relative to the contract specifications. During construction, Parametrix will review requests for information, clarify construction requirements, and assess changes identified by the Contractor.

- Parametrix will provide daily construction observation of Contractor activities and conduct weekly construction meetings with the Contractor and City personnel to review progress of work, identify schedule and cost impacts, and provide weekly construction summaries for the City. Parametrix will also review Contractor pay requests, change orders and claims, and provide the City with written recommendations for issuing payment on requested items.

- At the completion of the abatement at each property, Parametrix will evaluate substantial completion and prepare a deficiency list for the Contractor to complete. Parametrix will provide written recommendations to the City regarding substantial and physical completion, release of retainage, and contract close-out.

- Parametrix will conduct mapping at the Pennsylvania property to identify property boundaries relative to existing site features. This will allow for clear direction to the Contractor regarding the limits of work at this site.

***Assumptions:*** Parametrix' cost estimate is based on the following assumptions:

- The contract period of performance does not exceed 120 days.
- The abatement work at each site will be conducted consecutively, not concurrently.
- Daily construction observation will require two hours per day.
- Weekly construction meetings will require two hours per week.
- One pre-construction meeting prior to initiating work at each site.
- Two inspections for contract completion at each site.
- Contractor pay requests will be submitted monthly.
- Mapping will require no more than one day of field work.
- All work is completed prior to April 01, 2002.
- The City will complete project close-out documentation including bond releases, prevailing wage documentation and release of liens.

***Cost:*** Parametrix will perform this scope of work on a time and materials basis with a contract ceiling of $35,146 (refer to the attached worksheet for detail).

# ARAMETRIX, INC. BUDGET ESTIMA

**PROJECT:** Sesko Nuisance Abatement Construction Management/Administration (Rev.2)

**CLIENT:** City of Bremerton Fire Department

| PMX # | | | BILLING MULTIPLIER: | STAFF | Project Manager | Project Engineer | Staff Engineer | Admin/ Clerical | Survey Crew | Prof. Land Surveyor | TOTAL | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PHASE | TASK | ORG CODE | 3.10 | Base Rate | (b)(4) 1-95 [redacted] | | | | | | | |
| | | | | Billing Rate | | | | | | | | |
| 1 | 1 | | Construction Management | | | | | | | | | |
| Labor Subtotal at Current Salary Rates | | | | | (b)(4) 1-95 [redacted] | | | | | | | |
| Salary Escalation | | | | | | | | | | | | |
| In-House Expense | | | | Item | | | | | | | | |
| | | | | Mileage | | | | | | | | |
| | | | | Photocopies | | | | | | | | |
| | | | | Camera | | | | | | | | |
| | | | | Survey Expenses | | | | | | | | |
| Outside Expenses | | | | | | | | | | | | |
| *Other Expenses* | | | | | | | | | | | | |
| *Subconsultants* | | | | | | | | | | | | |

Prepared By: _____ (Project Manager)

Reviewed By: _____ (Division Manager)

Approved By: _____ (Office Manager)