

RESOLUTION NO. R-10 -10

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH JASON A. AND SHANELL M. RADTKE FOR THE CITY-OWNED HOUSE AT 1080 NW GUY STREET.

WHEREAS, the City Council for the city of Pullman has before it a lease agreement for the rental of the city-owned house at 1080 NW Guy Street which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said lease agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the lease agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Jason A. and Shanell M Radtke.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the lease agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2010.

DATED this _____ day of _____, 2010.

Mayor Glenn A. Johnson

ATTEST:

Finance Director
William F. Mulholland

Approved as to Form:

City Attorney Laura D. McAloon

LEASE

LESSOR: City of Pullman, a municipal corporation of the state of Washington

TENANT: Jason A. Radtke and Shanell M. Radtke, husband and wife

1. PREMISES: Lessor hereby leases unto the Tenant, a house at 1080 NW Guy Street, Pullman, Washington for occupancy by four persons (hereafter referred to as the "Premises").
2. TERM: This lease commences _____, and terminates _____. If Tenant holds over after the term with the express consent of Lessor, Tenant shall hold as a month-to-month lease under the terms hereof, which lease shall exist and be terminable by either party by giving twenty days written notice before the end of a rent paying period.
3. RENT: Total rent for the lease period shall be \$10,800 which is to be paid in 12 installments of \$900.00 per month in advance by the tenth of each month to the City of Pullman. Lessor shall pay leasehold excise tax on said rent amount.

Late Charges. Tenant hereby acknowledges that late payment by Tenant to Lessor of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any sum due from Tenant shall not be received by Lessor or Lessor's designee within three (3) days after written notice that said amount is past due, then Tenant shall pay to Lessor as additional rent a late charge equal to fifty dollars (\$50). The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost

that Lessor will incur by reason of the late payment by Tenant. Acceptance of such late charges by Lessor shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

4. UTILITIES: Lessor shall pay for and furnish water, sewer, and stormwater. All other utilities including refuse, T.V., cable and phone, if used, shall be paid by Tenant. Any satellite TV antenna connection shall only be allowed as approved by the Lessor.

5. USE:

a. Permitted Uses. Tenants shall not use or permit or suffer the use of the Premises for any purpose other than their personal residence. Domestic pets are allowed in conformance with Pullman City Code. Tenant shall be responsible for any damage to the Premises caused thereby.

b. Prohibited Uses. Tenant shall not do or permit anything to be done in or about the Premises, nor shall Tenant bring or keep anything therein which will in any way increase the existing rate of, or affect any, fire or other insurance upon the Premises or cause a cancellation of any insurance policy covering said Premises. Tenant shall not do or permit or suffer anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable or offensive purpose, nor shall Tenant cause, maintain, or suffer or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed excessive waste in or upon the Premises. In addition, smoking is prohibited in or

about the Premises.

6. CONDITION-CONDUCT-REPAIRS-RULES: Lessor shall keep the premises fit for human habitation, to include structural components and appliances, excluding clothes washer and dryer. Lessor shall also maintain roof gutters and downspouts, the exterior second floor lights, and the driveway serving the premises, including leaf removal and snowplowing to be performed during the course of Lessor's other related activities. Tenant shall care for the premises and maintain it as it now exists except for reasonable wear and tear and shall not remove furnishings, drive large nails into, use glue-type picture hangars, or otherwise deface woodwork, walls, or paint without Lessor's permission, permit any other act of destruction, allow an illegal or offensive use of the premises, or allow anything to bother or interfere with other people, such as causing unreasonable noise, particularly during evening hours. Lessor shall make major repairs not made necessary by Tenant's negligence or not otherwise chargeable to Tenant hereunder. Tenant shall make other repairs and shall be responsible for other damage, specifically including:

- a. Minor repairs and maintenance, such as unplugging clogged drains caused by Tenant's use.
- b. Damage caused by Tenant's licensee, guest, or invitee, regardless of whether Tenant or said other party is negligent in any respect.
- c. Broken glass, except that caused by elements such as hail or earthquake.
- d. Damage caused by leakage, heat failure, or similar causes which are not promptly reported to Lessor by Tenant upon Tenant's discovery of such defect.
- e. Damage caused by Tenant's failure to leave heat on

during cold weather.

Tenant further agrees to:

- a. Comply with all obligations imposed upon residents by applicable provisions of all municipal, county, and state codes, statutes, ordinances, and regulations.
- b. Keep the premises as clean and sanitary as conditions of the premises permit and not permit a nuisance or common waste to occur.
- c. Care for and maintain the adjoining yard, flowerbeds, and garden area.

7. ALTERATIONS:

- a. Acceptance of Premises. Upon delivery of the Premises to Tenant, Tenant shall acknowledge to Lessor in writing that Tenant has inspected the Premises and accepts them in their then condition or else shall notify Lessor of any deficiencies then apparent.
- b. Alterations by Tenant. Tenant represents it has inspected the Premises and the surrounding area, and except for alterations, additions or improvements set forth in the condition report, none are required for occupancy. Tenant shall not make any alterations, additions or improvements in or to the Premises without the prior written consent of Lessor, which consent may be subject to such conditions as Lessor may deem appropriate. Any such alterations, additions or improvements consented to by Lessor shall be made at Tenant's sole cost and expense. Tenant shall secure any and all governmental permits, approvals or authorizations required in connection with any

such work and shall hold Lessor harmless from any and all liability, costs, damages, expenses (including attorneys' fees) and any and all liens resulting therefrom. Upon the expiration or sooner termination of the term thereof, Tenant shall, upon written demand by Lessor, given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any unapproved alterations, additions or improvements made by Tenant, designated by Lessor to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

8. RISK OF LOSS: Lessor shall not be responsible for the loss of property by fire, theft, or any other reason not due to Lessor's fault. If the premises are rendered untenable by fire or other casualty, Lessor may, at its option, terminate this lease or repair the premises within thirty days, and failing to do so, or upon the complete destruction of said premises by fire or such other casualty, this lease shall cease and terminate. Rent shall be abated during periods the premises are untenable.
9. RIGHT OF ENTRY: Lessor or agent may enter the premises at reasonable times and on reasonable notice to Tenant (time and date if possible) to repair, inspect, and exhibit the same for sale or rent, and may place a "for sale" or "for rent" sign on the property. Lessor may enter the premises without consent of or notice to the residents in case of emergency or abandonment.
10. ASSIGNABILITY: Tenant shall not assign this lease or sublet the premises.
11. WAIVER OF SUBROGATION: Each party releases the other from

and waives any claim of recovery for loss of or damage to property arising from standard fire and extended coverage perils as defined in standard insurance policies due to negligence. Each party shall inform their insurers of this provision promptly.

12. DEFAULT: If Tenant fails to pay rent or breaches this lease, Lessor may declare all rent due, and declare a forfeiture hereof, and take possession of the Premises in the manner provided by law, but this shall not relieve Tenant from payment of rent.
13. TENANT'S WARRANTY: Tenant warrants that they are 18 or over and have read and understand this lease.
14. REMOVAL OF PROPERTY: Tenant agrees that in the event of abandonment of tenancy and accompanying default in rent, the Lessor may immediately enter the house and take possession of the property of the Tenant found therein. Lessor shall store same at Tenant's expense in a secure place and mail a notice to Tenant's last known address stating the location and address of the stored property. After sixty (60) days from the date of default in rent and after prior notice of such sale, Lessor may sell such property and may apply any income derived from the sale of such property against monies due the Lessor, including drayage and storage. Any excess income derived from the sale of such property shall be held by the Lessor for the benefit of the Tenant for a period of one year from the date of sale, and if no claim is made or action commenced by the Tenant for recovery thereof prior to the expiration of that period of time, the balance shall be the property of the Lessor.
15. LIABILITY: All Tenants shall be jointly and severally liable for all of Tenant's obligations hereunder, it being understood that each Tenant is individually liable for all of such obligations, specifically, included but not limited to,

the payment of the entire rent.

16. VENUE: This lease is executed in the state of Washington and shall be construed under the laws of said state. Venue of any action hereunder shall be in Whitman County.
17. INDEMNIFICATION/HOLD HARMLESS: Tenant shall indemnify and hold harmless the Lessor, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Lessor's business, or from any activity, work or thing done, permitted, or suffered by Lessor in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Lessor.
18. SMOKE DETECTOR: The Tenant acknowledges that smoke detectors have been inspected and that they are in working order.
19. SECURITY DEPOSIT: As a condition of the rental, Tenant shall deposit with Lessor a security deposit for performance of the Tenant's obligations in the amount of \$450. The security deposit may be withheld and applied by the Lessor to pay past-due rent, late charges, and damages to the Premises for which the Tenants are responsible.
20. CONDITION REPORT. Lessor and Tenant acknowledge that a written checklist or statement specifically describing the condition and cleanliness or existing damage to the Premises and furnishings including but not limited to walls, floors, countertops, carpets, drapes, furniture and appliances has been prepared. Tenant hereby acknowledges a copy of the condition report.
21. INSURANCE. The Tenant agrees to procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with Tenants' occupancy and use of the Premises, including acts caused by third persons. Insurance must be placed with an insurer licensed by the state of Washington to do business in Washington. Tenant shall furnish City with an original certificate and any endorsement, including, but not necessarily limited to, naming the City, its officers, employees, agents, and representatives as additional insured evidencing this insurance requirement.

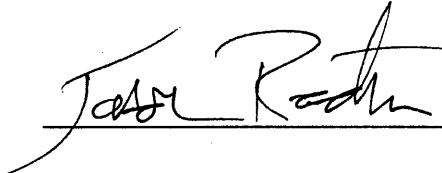
DATED: _____

DATED: 1/27/10

LESSOR: City of Pullman

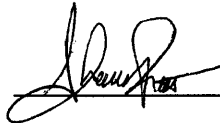
TENANTS: Jason A. Radtke
Shanell M. Radtke

By: _____
Mayor Glenn A. Johnson



ATTEST:

Finance Director
William F. Mulholland



5. A RESOLUTION RELATING TO THE ERD EXPANSION PROJECT.

STAFF REPORT _____

QUESTIONS FROM COUNCIL ON STAFF REPORT _____

RESOLUTION NO. R-11-10 _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND DESIGN WEST ARCHITECTS, P.A. FOR THE PURPOSE OF COMPLETING THE ERD EXPANSION PROJECT.

DISCUSSION _____

ACTION TAKEN _____

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 02/02/10

ACTION REQUESTED:

Authorize a Professional Services Agreement with Design West Architects, P.A. for architectural and engineering services for the ERD Expansion project.

BACKGROUND:

City staff requested Statements of Qualifications (SOQs) from interested consultants to provide design and construction support services on the ERD Expansion project. Fourteen SOQs were received and evaluated by a selection committee made up of four city staff members. Three firms were short listed for interviews. Design West Architects was selected after the interview process to be the architectural consultant for the ERD Expansion project. The total project cost is estimated at \$1,000,000, with \$784,000 to be provided by a federal grant. The various departments that use ERD are projected to cover the remaining project costs over the grant amount. The project is listed in the City's Capital Improvement Program (CIP) and in the State Transportation Improvement Program (STIP). Construction is proposed to start in 2010, with completion in 2011.

RECOMMENDATION:

Adopt the attached resolution authorizing a Professional Services Agreement with Design West Architects, P.A. for professional architectural and engineering services for the ERD Expansion project.

FISCAL IMPACT:

\$116,200.00
<u>501.4801.594.48.41.10</u>
BARS Code Number

SUBMITTED BY:

Name Kevin Gardes
Title Deputy Public Works Director
Dept. Public Works

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1. Resolution R-11-10

REVIEWED BY:

	Initial	Date
Department Head	<u>MW</u>	<u>1/25/10</u>
City Supervisor	<u>YSA</u>	<u>1/29/10</u>
City Attorney	<u>Maj</u>	<u>1-27-10</u>
(As to Form)		

S.R. #005

RESOLUTION NO. R-11 -10

A RESOLUTION AUTHORIZING THE EXECUTION OF AN PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PULLMAN AND DESIGN WEST ARCHITECTS, P.A. FOR THE PURPOSE OF COMPLETING THE ERD EXPANSION PROJECT.

WHEREAS, the City Council for the city of Pullman has before it an Agreement entitled Professional Services Agreement which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Agreement; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Agreement attached hereto and marked as Exhibit "A" and to deliver an executed original thereof to Design West Architects, P.A.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Agreement authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2010.

DATED this _____ day of _____, 2010.

Mayor Glenn A. Johnson

ATTEST:

Finance Director
William F. Mulholland

Approved as to Form:

City Attorney Laura D. McAloon

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2010, by and between the CITY OF PULLMAN, WASHINGTON, whose address is 325 SE Paradise Street, Pullman, WA 99163, hereinafter called the "CITY," and the consulting firm of DESIGN WEST ARCHITECTS, P.A., whose address is 254 E. Main Street, Pullman, WA 99163, the location at which work will be available for inspection, hereinafter called the "CONSULTANT." The contact person for the CITY shall be Kevin Gardes, P.E. The contact person for the CONSULTANT shall be Laurence Rose, AIA.

WHEREAS, the CITY desires to design and construct a building expansion to its existing Equipment Rental Division (ERD) shop; and

WHEREAS, the CONSULTANT has represented and by entering into this Agreement now represents, that CONSULTANT is in full compliance with the statutes of the State of Washington for registration of professional architects and engineers, and that all personnel to be assigned to the work required under this Agreement are fully qualified to perform the work to which they will be assigned in a competent and professional manner; and

WHEREAS, the CONSULTANT desires to do the work set forth in the Agreement upon the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

SECTION I: OBJECTIVES AND SCOPE OF WORK

The objectives of this project are to design an approximately 5,400 square foot addition to the CITY's existing ERD shop building, including associated site work. The scope of services to be performed by the CONSULTANT is as indicated in the attached Exhibit A.

During the project execution, the CONSULTANT shall provide supporting information as may be pertinent and necessary, or as may be requested by the CITY, in order for the CITY to pass critical judgment on the design features of the project. The CONSULTANT shall make such minor changes, amendments, or revisions in the details of the work as may be required by the CITY provided that they are within the scope of work and are requested prior to final review by the CITY. This item does not constitute an "Extra Work" item as related in Section XI of this Agreement. When alternates are being considered, the CITY shall have the right of selection.

The adequacy of the design shall be verified by a senior review by the CONSULTANT. The CONSULTANT will be held responsible for the accuracy of the work, consistent with Section XXIX of this Agreement.

SECTION II: ITEMS TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The CITY will furnish the CONSULTANT maps, drawings, and reports on file which relate to the project, including:

- ▶ As-built drawings from Transit Addition
- ▶ Existing utility information for water, sewer and sanitary
- ▶ Available site and building plan information

SECTION III: DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other presentations for the work covered by this Agreement shall be furnished by the CONSULTANT to the CITY upon completion of the work specified in Section I. All such material shall become and remain the property of the CITY and may be used by it without restriction other than as described in Section XXXV, Reuse of Project Documents.

- ▶ Drainage Report
- ▶ Civil Drawings
- ▶ Structural Drawings
- ▶ Architectural Drawings
- ▶ Plumbing Drawings
- ▶ HVAC Drawings
- ▶ Electrical, Communication and Low Voltage Drawings
- ▶ Bidding and Contract Documents
- ▶ Technical Specifications
- ▶ Submittals shall be made at the 95% Schematic Design, 95% Design Development, and 50% & 95% Construction Document phases.

SECTION IV: TIME OF BEGINNING AND COMPLETION

The CONSULTANT shall not begin work under the terms of this Agreement until authorized in writing by the CITY. All work authorized by this Agreement shall be completed within 150 calendar days after receipt of authorization to proceed. Time spent by the CITY in reviewing memorandum, reports, presentations, and conducting internal work on the project shall not count against the time allowed for completion. The CITY review time shall be measured from the date information is received by the CITY until the date that comments are received by the CONSULTANT.

SECTION V: PAYMENT

The CONSULTANT shall be paid by the CITY for completed work or services rendered under this Agreement as provided for hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

1. Payment for all consulting services for this project shall be on a cost-reimbursable basis with a not-to-exceed amount of \$116,200 for design and construction services.

The maximum amount payable by the CITY to the CONSULTANT under this Agreement, shall not exceed said not-to-exceed amounts unless a supplemental agreement has been negotiated and executed in writing by the CITY prior to incurring any costs in excess of the

not-to-exceed amount.

2. Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed, but are not to be more frequent than one (1) per month. Each payment request shall be accompanied by a spreadsheet showing a list of all tasks, their original budget amount, cost incurred through the invoice date, estimated remaining costs, and estimated total costs through completion. A short narrative or remark column shall be included. Any problems and potential causes for delay shall be noted. Failure to note any reasons for delay shall constitute a waiver of claims for delay to the date of the payment request. Payments to the CONSULTANT will be made within 45 days of receipt of the payment request.
3. Final payment of any balance due the CONSULTANT of the ultimate gross amount earned will be made promptly upon ascertainment and verification by the CITY of the satisfactory completion of the work under this Agreement and its acceptance by the CITY and the receipt of documents which are to be furnished under this Agreement.
4. Each payment by the CITY shall constitute full payment for labor, materials, supplies, equipment and incidentals to the date of CONSULTANT'S partial payment request. CONSULTANT'S acceptance of payment constitutes a waiver of any claims for payment not included in the partial payment request.
5. Payment for extra work performed under this Agreement shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.

SECTION VI: EMPLOYMENT

The CONSULTANT warrants that CONSULTANT has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the CONSULTANT, while engaged in the performance of any work or services required by the CONSULTANT under this Agreement, shall be considered employees of the CONSULTANT only and not of the CITY and any and all claims that may or might arise under the Workman's Compensation Act on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

SECTION VII: FEDERAL REQUIREMENTS AND CHANGES

The CONSULTANT shall at all times comply with all applicable Federal Transit Administration (FTA)

regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA (12) dated October 1, 2005; available at www.fta.dot.gov/documents/12-Master.doc) between the CITY and FTA, as they may be amended or promulgated from time to time during the term of this contract. The CONSULTANT's failure to so comply shall constitute a material breach of this contract.

SECTION VIII: NONDISCRIMINATION

The CONSULTANT agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, handicap, or sexual orientation except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this Agreement may be terminated by the CITY and further that the CONSULTANT shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have terminated and that recurrence of such action is unlikely.

SECTION IX: TITLE VI CIVIL RIGHTS REQUIREMENTS

- A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. #2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. #6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. #12132, and Federal transit law at 49 U.S.C. #5332, the CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, age, or disability. In addition, the CONSULTANT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this contract:
- (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. #2000e, and Federal transit laws at 49 U.S.C. #5332, the CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this project. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.
 - (2) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. #623 and Federal transit law at 49 U.S.C. #5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any

implementing requirements FTA may issue.

- (3) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. #12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

- C. The CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

SECTION X: DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. Policy: It is the policy of the Department of Transportation and the CITY that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26, shall have equal access to participation in the performance of contracts financed in whole or part with Federal funds under this Agreement.
- B. DBE Obligations: The CONSULTANT and its subconsultants agree to make good faith efforts to ensure that disadvantaged businesses have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with Federal funds provided under this contract. In this regard, the CONSULTANT shall make a good faith effort to ensure that disadvantaged businesses have an equal opportunity to compete for and perform contracts.
- C. The CONSULTANT or its subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements and the requirements of this section (paragraph 1.21) is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- D. DBE Liaison: The CITY has designated a DBE Liaison to assist disadvantaged business enterprises and has the authority to administer the CITY's DBE program. Inquiries and requests concerning the CITY's DBE program and information for certification shall be directed to:

DBE Liaison – Public Works Director
CITY of Pullman
325 SE Paradise St.
Pullman, WA, 99163

- E. DBE Delegation and Assignment: If a DBE subconsultant is unable to perform the work contracted for, the CONSULTANT must either replace the subconsultant with another DBE or show the CITY that good faith efforts to do so have been made.
- F. Contractor Reporting Requirements: The CONSULTANT shall not be credited with DBE participation until actual payment has been made to the DBE subconsultants involved. Therefore, the CONSULTANT shall be required to submit with each payment request the

amounts earned by DBE subconsultants and to be paid to DBE subconsultants upon the CITY's progress payment. In addition, CONSULTANT shall be required to submit verification of receipt of previous payments by DBE subconsultants. The CONSULTANT is required to maintain records and documents of payments to DBE's for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the CITY or DOT. This reporting requirement also extends to any certified DBE subconsultant.

The CITY will keep a record of payments to DBE firms for work committed to them at the time of contract award. The CITY may also perform audits of contract payments to DBEs. The audit will review payments to DBE subconsultants to ensure that the actual amount paid to DBE subconsultants equals or exceeds the dollar amounts stated in the schedule of DBE participation.

The CONSULTANT agrees to use his/her best efforts to carry out a policy in the award of subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize disadvantaged business enterprises consistent with the efficient performance of the contract.

SECTION XI: CHANGES IN WORK

The CONSULTANT shall make such revisions in the work included in this Agreement as are necessary to correct errors or omissions appearing therein, when required to do so by the CITY, without additional compensation.

Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof revised, other than minor revisions within the scope of the work, the CONSULTANT shall make such revisions, if requested and as directed by the CITY in writing. This work shall be considered as Extra Work and will be paid for as provided in Section V. All extra work shall be submitted as a supplement to the basic agreement and approved by the CITY Director of Public Works in writing before the work is undertaken. Said supplement may also extend the time for completion as agreed upon by the CITY and the CONSULTANT.

SECTION XII: TERMINATION OF AGREEMENT

1. The CITY reserves the right to terminate this Agreement at any time upon not less than ten (10) days written notice to the CONSULTANT.
2. In the event this Agreement is terminated under any of its terms prior to completion of the work, a final payment shall be made to the CONSULTANT commensurate with the amount of work completed to the date of termination. The CITY is authorized to offset or deduct from any sums due the CONSULTANT any actual charges incurred by the CITY for the default of the CONSULTANT.
3. In the event this Agreement is terminated prior to completion of the work, the original copies of all plans, prints, drawings and field notes prepared by the CONSULTANT prior to termination shall become the property of the CITY.
4. Payment for any part of the work by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of this

Agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the CITY. Forbearance of any rights under the Agreement will not constitute waiver of the entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

SECTION XIII: DISPUTES

Any dispute concerning questions of facts in connection with work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works, whose decision in the matter shall be final and binding on the parties of this Agreement, provided, however, that if an action is brought challenging the Director of Public Works' decision, that decision shall be subject to de novo judicial review.

SECTION XIV: INDEMNITY

CONSULTANT agrees to indemnify CITY from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CONSULTANT, CONSULTANT's employees, affiliated corporations, and subconsultants in connection with the project.

CITY agrees to indemnify CONSULTANT from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of CITY or its employees in connection with the project.

SECTION XV: SEISMIC SAFETY REQUIREMENTS

The CONSULTANT agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The CONSULTANT also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

SECTION XVI: ENERGY CONSERVATION

The CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

SECTION XVII: CLEAN WATER REQUIREMENTS

(1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONSULTANT also agrees to include these requirements in each subcontract exceeding

\$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION XVIII: LOBBYING

CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SECTION XIX: ACCESS TO RECORDS AND REPORTS

The CONSULTANT agrees to provide the CITY, the Federal Transit Administration (FTA) Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONSULTANT also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The CONSULTANT agrees to permit any of the foregoing parties (at their costs) to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed, and to permit said parties to interview CONSULTANT's employees during work hours on the job.

The CONSULTANT agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONSULTANT agrees to maintain same until the CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

SECTION XX: CLEAN AIR

(1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION XXI: RECYCLED PRODUCTS

The CONSULTANT agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement

of the items designated in Subpart B of 40 CFR Part 247.

SECTION XXII: NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The CITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the CITY, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

SECTION XXIII: PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(1) The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

(2) The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.

(3) The CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SECTION XXIV: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONSULTANT is required to verify that none of the CONSULTANT, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONSULTANT is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its proposal, the CONSULTANT certifies as follows:

The certification in this clause is a material representation of fact relied upon by the CITY. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to the CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONSULTANT agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION XXV: INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CITY to be in violation of the FTA terms and conditions.

SECTION XXVI: SUBLETTING OR ASSIGNING OF CONTRACTS

The CONSULTANT shall not sublet or assign any of the work covered by this Agreement without the written consent of the CITY. The CITY expects that the CONSULTANT will make reasonable attempts to keep Laurence Rose, AIA, as the Principal and Ned Warnick, AIA, LEED as the Project Architect for the project.

SECTION XXVII: ENDORSEMENT OF PLANS

The CONSULTANT shall place CONSULTANT'S endorsement on all reports, plans, estimates or any other engineering data furnished by CONSULTANT.

SECTION XXVIII: INTEREST

If payment of the amounts due, or any portion thereof, is not made as prescribed above, interest on the unpaid balance thereof will occur at the rate of one-half percent (1/2%) per month and become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the CONSULTANT. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provision outlined herein. The CITY shall exercise reasonableness in contesting any bill or portion thereof. Where usury limits are less than the stated interest rate above, the maximum lawful interest rate shall apply to the unpaid balance.

SECTION XXIX: STANDARD OF CARE

The standard of care applicable to the CONSULTANT'S services will be the degree of skill and

diligence normally employed by professional engineers or consultants performing the same or similar services. The CONSULTANT will re-perform any services not meeting this standard without additional compensation.

SECTION XXX: SUBSURFACE INVESTIGATIONS

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, explorations, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

SECTION XXXI: OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, the CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedules. Therefore, the CONSULTANT makes no warranty that the CITY'S actual project costs, financial aspects, economic feasibility or schedules will not vary from the CONSULTANT'S opinions, analyses, projections, or estimates.

SECTION XXXII: CONSULTANT'S INSURANCE

The CONSULTANT shall procure and maintain for the duration of the 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.

1. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

- A. 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.
- B. 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 Contractor's Commercial General Liability insurance policy with respect to the work performed for the CITY.
- C. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Professional Liability insurance appropriate to the Engineering profession.

2. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- A. The CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.
- B. The CONSULTANT'S insurance shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

4. Acceptability of Insurers

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

5. 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.

SECTION XXXIII: OWNER-FURNISHED DATA

CONSULTANT will reasonably rely upon the timeliness, accuracy, and completeness of the information provided by the CITY.

SECTION XXXIV: LITIGATION ASSISTANCE

The scope of services does not include costs of the CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. All such services required or requested of the CONSULTANT by the CITY, except for suits or claims between the parties to this Agreement, will be reimbursed as mutually agreed, unless and until there is a finding by a court or arbitrator that the CONSULTANT'S negligence caused the CITY'S damage.

SECTION XXXV: REUSE OF PROJECT DOCUMENTS

All designs, drawings, specifications, documents, and other work products of the CONSULTANT are instruments of service for this project, whether the project is completed or not. Reuse by the CITY or by

others acting through or on behalf of the CITY of any such instruments of service based on facts or circumstances not contemplated in the original work, without the written permission of the CONSULTANT, will be at the CITY'S sole risk. The CITY agrees to indemnify and defend the CONSULTANT from all claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees, arising out of or related to such unauthorized reuse.

SECTION XXXVI: FORCE MAJEURE

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

SECTION XXXVII: SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of force majeure or such suspension, delay, or interruption, an equitable adjustment in the project's schedule, commitment and cost of the CONSULTANT'S personnel and subconsultants, and the CONSULTANT'S compensation may be made if warranted.

SECTION XXXVIII: NO THIRD PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the CITY and the CONSULTANT and has no third-party beneficiaries.

SECTION XXXIX: JURISDICTION, VENUE AND APPLICABLE LAW

The law of the state of Washington shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The CONSULTANT consents to personal jurisdiction and venue shall be in the courts of Whitman County, Washington.

SECTION XXXX: COMPLETE AGREEMENT

This document and referenced attachments contain all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Agreement.

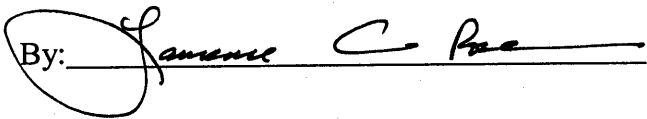
SECTION XXXXI: SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this Agreement for any cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSULTANT:
Design West Architects, P.A.

CITY:
City of Pullman, a municipal corporation
of the State of Washington

By: 

Title: VP

Date: 1-15-10

By: _____
Mayor

Date: _____

ATTEST:

By: _____
Finance Director

Exhibit A

The scope of services to be provided by CONSULTANT, budget, schedule, and billing rates for the ERD Expansion project are as detailed in the attached documents.



January 7, 2010

Kevin Gardes, Deputy Public Works Director
City of Pullman
325 SE Paradise Street
Pullman, WA 99163

RE: **Architectural & Engineering Proposal**
Proposed Expansions and Improvements to Pullman E.R.D. Building

Dear Kevin,

Thank you for selecting Design West Architects and our associated design team for providing design services for the proposed expansion and improvements to the Pullman E.R.D. Building. We are familiar with the project from our discussions and meetings prior to our selection. In very broad terms the project will consist of minor renovations of the existing 5,000 square foot building and an expansion of 5,400 square feet. The project will also include some amount of site development work related to the project. The preliminary overall project budget is included for your reference and information. Please understand that this budget is very conceptual, and was developed without any definite design or background information.

Services:

Design West Architects and our design team consultants proposes to provide architectural and engineering services for the project described above and illustrated in the attached preliminary floor plan (Option #4 from the previous Mercury Associates Report). The services will include Architectural, Structural, Civil, Geotechnical, Mechanical, and Electrical Engineering disciplines. Our services will be provided under the basic provisions and conditions contained within a standard City of Pullman Professional Services Agreement.

Compensation:

Compensation for the basic services shall be on the basis of time and materials (reimbursable expenses), not-to-exceed the total amount defined below. The fee is broken down by phase as follows:

Analysis & Schematic Design Phase	\$ 17,010
Design Development Phase	\$ 22,680
Construction Document Preparation	\$ 39,690
Bidding & Negotiation	\$ 5,670
<u>Construction Administration</u>	<u>\$ 28,350</u>
Total compensation all phases	\$ 113,400

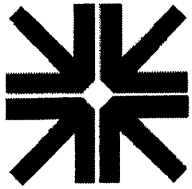
The fee would be invoiced monthly, based upon the actual hours of service and reimbursable expenses spent to that date. Reimbursable expenses, in addition to the compensation for professional services listed above will be billed as provided for in the standard agreement. For budgeting purposes the reimbursable expenses are not anticipated to exceed \$2,800. Please note that reimbursable expenses shall be billed at cost + 10%.

These services shall be billed based upon the hourly rates defined below. These standard hourly rates are fixed for the duration of one year from the date of this proposal:

PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO

DESIGN WEST
ARCHITECTS, P.A.

254 E. MAIN STREET
PULLMAN, WA 99163
TEL. 509.332.3113
FAX. 509.332.3327
designwest@designwestpa.com



Hourly Fee Rate Schedule:

Principal Architect	\$140
Project Architect	\$110
Architectural Technical Support	\$90
Office Administration	\$80

If this is acceptable, please prepare an Owner-Architect Agreement for our review and approval. If you have any questions or would like to discuss this further, please let us know and we will be happy to discuss this further.

Sincerely,

Laurence C. Rose, AIA
Vice President

Attachments: Mercury Associates – Option #4 Illustration
Preliminary Project Budget Model

Copies to: Ned Warnick
Chelsea Holstad

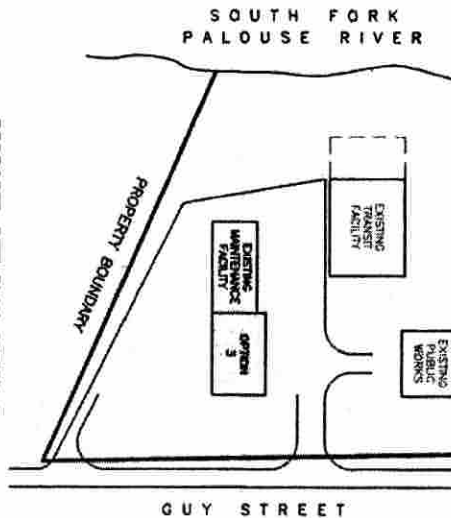
PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO

DESIGN WEST
ARCHITECTS, P.A.

254 E. MAIN STREET
PULLMAN, WA 99163
TEL. 509.332.3113
FAX. 509.332.3327
designwest@designwestpa.com

January 7, 2010
City of Pullman
ERD Shop Expansion - Modernization & Addition
Project Budget

Construction Costs		
1. Modernization - 5,000 SF @ \$30/SF	=	\$175,000
2. Building Addition - 5,400 SF @ \$105/SF	=	\$567,000
3. Fixtures, Furnishing & Equipment	=	NIC
4. Subtotal		\$742,000
Tax & Contingency		
5. Sales Tax Pullman 7.8% of item 4	=	\$57,876
6. Construction Change Contingency 5.0% of item 4	=	\$37,100
7. Subtotal		\$94,976
Basic A/E Services		
8. Basic Building Design Team Fee	=	\$87,700
Specialty A/E Services		
9. Site Design (Civil and Storm Water)	=	\$17,500
10. Geotechnical Survey and Report	=	\$3,200
11. Site Survey (topographic and boundary)	=	\$5,000
12. Reimbursable Printing - Bid Sets, etc.	=	\$2,800
13. Subtotal A/E Fees & Reimbursables		\$116,200
Other Owner Procurred Services		
14. City of Pullman Plan Review (estimate)	=	4,425
15. Special Inspections & Testing (allowance - unknown)	=	4,000
16. Hazardous Material survey (allowance - unknown)	=	1,258
17. Environmental Mitigation Services	=	0
18. Commissioning & Commissioning Testing (included in contract)	=	0
19. HVAC Balancing (included in contract)	=	0
20. Owner Project Contingency (5% of Construction Cost)	=	37,100
21. Subtotal		46,783
TOTAL (sum of subtotal lines)		\$999,959



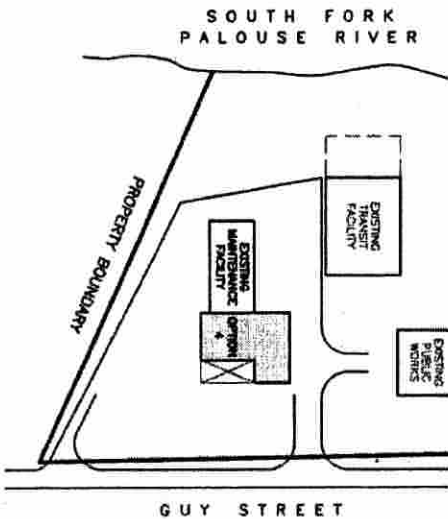
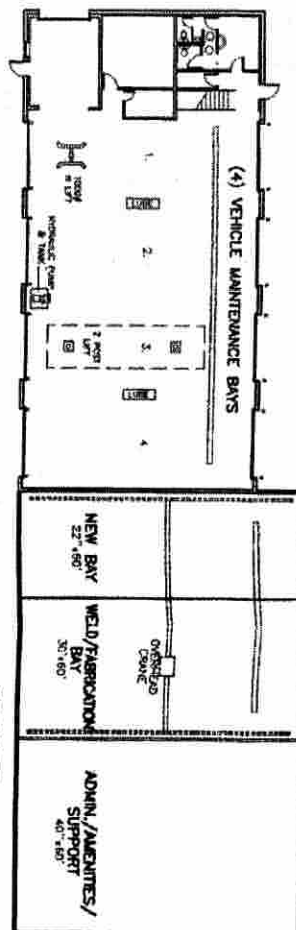
PROPOSED SITE PLAN OPTION 3
N.T.S.

EXISTING MAINTENANCE FACILITY
100'x50' = 5000 SQFT.



PROPOSED EQUIPMENT RENTAL DEPARTMENT
ADDITION
80'x60' = 5400 SQFT

OPTION 3



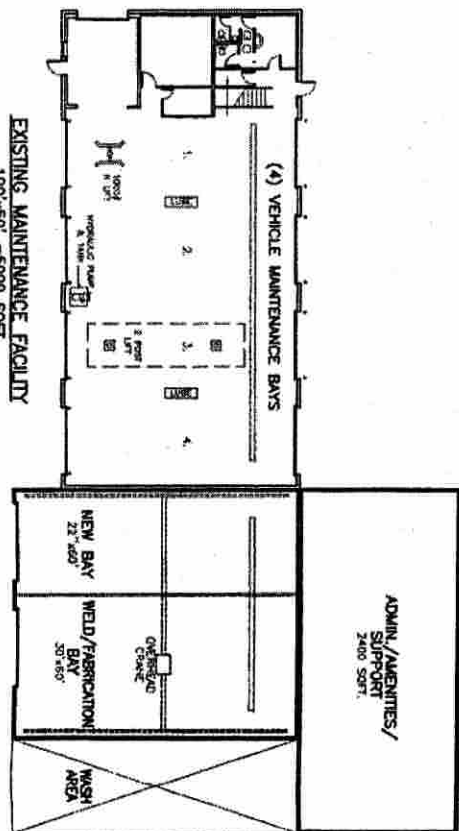
PROPOSED SITE PLAN OPTION 4
N.T.S.

EXISTING MAINTENANCE FACILITY
100'x50' = 5000 SQFT.



PROPOSED EQUIPMENT RENTAL DEPARTMENT
ADDITION
5400 SQFT

OPTION 4



PROJECT LOCATION CITY OF PULMAN WASHINGTON		PROJECT NAME Department of Public Works Facilities/Building Improvement	
PROJECT NO. 10000	DATE 10/20/2009	DESIGNER MERCURY	DATE APRIL 2009
SHEET NO. 4		SHEET TOTAL 4	



Hourly Fee Rate Schedule:

Principal Architect	\$140
Project Architect	\$110
Architectural Technical Support	\$90
Office Administration	\$80

PULLMAN, WASHINGTON
KENNEWICK, WASHINGTON
MERIDIAN, IDAHO

DESIGN WEST
ARCHITECTS, P.A.

254 E MAIN STREET
PULLMAN, WA 99163
TEL 509.332.3113
FAX 509.332.3327
designwest@designwestpa.com

[illegible]

6. PRESENTATION ON WHITMAN COUNTY SOLID WASTE BY WHITMAN COUNTY PUBLIC WORKS DIRECTOR MARK STOREY

STAFF REPORT _____

QUESTIONS FROM COUNCIL ON STAFF REPORT _____

DISCUSSION _____

ACTION TAKEN _____

NOTES:



CITY OF PULLMAN

Administration/Finance

325 S.E. Paradise Street, Pullman, WA 99163

(509) 338-3208 Fax (509) 334-2751

admin@pullman-wa.gov

MEMORANDUM

TO: Mayor and City Council

FROM: John Sherman, City Supervisor

RE: Discussion of Solid Waste Issues

DATE: January 25, 2010

Whitman County Public Works Director Mark Storey will give a presentation on solid waste issues. His particular focus will be upon a recent study that has explored various options for solid waste disposal. Currently, much of the solid waste from within our county is hauled to Arlington, Oregon where it is deposited in a state-of-the-art landfill. The study explored other options that would not require such a long transport of the garbage.

7. 2010 GOAL SETTING

STAFF REPORT _____

QUESTIONS FROM COUNCIL ON STAFF REPORT _____

DISCUSSION _____

ACTION TAKEN _____

NOTES:



CITY OF PULLMAN

Administration/Finance


325 S.E. Paradise Street, Pullman, WA 99163

(509) 338-3208 Fax (509) 334-2751

admin@pullman-wa.gov

MEMORANDUM

TO: Mayor and City Council

FROM:  John Sherman, City Supervisor

RE: 2010 Goal-Setting Discussion

DATE: January 25, 2010

At Tuesday night's City Council meeting, we will distribute the 2010 goal-setting notebooks. The notebooks will contain the status of 2009 adopted City Council goals and suggested 2010 goals from citizens, department heads and employees.

We would like your input as to which date you would like to hold the initial City Council retreat. The first retreat is typically held on a Saturday from 9 a.m. to approximately 2 p.m. In recent years the retreat has been held at the Hilltop Restaurant. The preferred date we would like to recommend is Saturday, March 6. If that will not work, the backup date we would like you to consider is Saturday, February 13. Which date will work for you?

A second retreat will be held on a Tuesday in the future with department heads present. The final 2010 goal list will then be adopted at a regular City Council meeting.