



**CONSULTANT AGREEMENT  
FOR PROFESSIONAL SERVICES**

This Consultant Agreement for Professional Services (“Agreement”) is made and entered into on this 3rd day of October, 2019, between **PORT OF KINGSTON**, 25864 Washington Blvd., Kingston, WA 98364, hereinafter referred to as “CLIENT” and **Perteet, Inc.**, 2707 Colby Avenue, Suite 900, Everett, WA 98201, hereinafter referred to as “CONSULTANT.”

CLIENT and CONSULTANT for mutual consideration hereinafter set forth, agree as follows:

**I. OBJECTIVES AND SCOPE OF SERVICES**

The CONSULTANT agrees to perform certain consulting, design, studies, and/or advisory services for the CLIENT as follows:

Provide services relating to the project as described in Exhibit “A-1” Scope of Work, and “Exhibit A-2” List of Deliverables, attached hereto and made a part of this Agreement.

**III. PAYMENT**

CLIENT agrees to pay CONSULTANT as compensation for these services as follows:

At CONSULTANT’s standard hourly rates on a time and materials basis to a maximum amount payable of Three Hundred Ninety-Nine Thousand Seven Hundred Two Dollars (\$399,702.00). CONSULTANT’s standard hourly rates shall be billed as attached hereto (Billing Rates as Exhibit “A” and Fee Estimate as Exhibit “A-3”). CLIENT shall be invoiced monthly in accordance with the attached Standard Provisions and Schedule of Billing Rates.

**IV. STANDARD PROVISIONS**

The attached Standard Provisions and Schedule of Billing Rates are incorporated into and made a part of this Agreement. CLIENT and CONSULTANT also agree to the following additional provisions:       No further provisions.

**PERTEET, INC.**

**PORT OF KINGSTON**

By:   
Signature

By:   
Signature

Crystal L. Donner  
Name

Greg Englin  
Name (Please Print)

President  
Title

Executive Director  
Title



**PERTEET, INC.**  
*Standard Provisions*

All professional services provided by Perteet, Inc. ("CONSULTANT") are subject to the terms and conditions set forth in this Agreement and any written modifications to this Agreement and signed by both CONSULTANT and CLIENT.

1. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the services, unless otherwise provided for in the Agreement.
2. CONSULTANT'S Direct expenses shall be those costs incurred on or directly for the CLIENT'S project. Direct expenses shall be billed in accordance with the fee schedule attached to this Agreement.
3. Construction cost estimates provided by CONSULTANT will be prepared on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional engineers providing the same type of services in CLIENT'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other services and materials furnished under this Agreement. CONSULTANT makes no other warranty, express or implied.
5. All reports, PS&E materials, and other data, furnished to the CONSULTANT by the CLIENT shall be returned. All designs, drawings, specifications, and other work products prepared by the CONSULTANT prior to completion or termination of this Agreement are instruments of service for this project and are property of the CLIENT. Reuse by the CLIENT or by others acting through or on behalf of the CLIENT of any such instruments of service, not occurring as a part of this project, shall be without liability or legal exposure to the CONSULTANT.
6. Limitation of Liability. CLIENT agrees to require CONSULTANT be named as an additional insured for all insurance policies carried by contractors, subcontractors, and suppliers on which CLIENT has been or will be named as an additional insured. Regardless of the presence or absence of insurance coverage, CONSULTANT shall not be liable for loss or damage occasioned by delays beyond CONSULTANT's control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by CLIENT or others, however caused. CONSULTANT's liability to CLIENT shall be limited as follows: (a) for insured liabilities, to the amount of insurance then available to fund any settlement, award or verdict; (b) for uninsured liabilities, to 50 percent (50%) of the fee earned by CONSULTANT under this Agreement. This Limitation of Liability was negotiated by CLIENT and CONSULTANT. CLIENT expressly agrees to this Limitation of Liability.
7. Either CLIENT or CONSULTANT may terminate this Agreement by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CONSULTANT in full for all services previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
8. In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court. The venue of any legal action shall be Kitsap County, Washington.
9. Monthly invoices will be issued by CONSULTANT for all services performed under the terms of this Agreement. Invoices are due and payable within 30 days of receipt. 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 specified in the "Scope of Work (Exhibit "A-1" and List of Deliverables (Exhibit A-2)".
10. Washington State Sales Tax, if required by law, is not included in the total price and will be an additional charge.



**Exhibit "A"**  
**PERTEET, INC.**  
*Schedule of 2019 Billing Rates*

<u>Engineering, Planning and Environmental Classifications</u>	<u>2019 Hourly Rate</u>
Principal	240.00
Senior Associate	205.00
Senior Engineer/Manager	190.00
Lead Engineer/Manager	165.00
Specifications Writer	165.00
Engineer III	135.00
Engineer II	125.00
Engineer I	105.00
Senior Planner/Manager/Cultural Resources Manager	165.00
Lead Planner/Manager	140.00
Cultural Resources Specialist III	120.00
Cultural Resources Specialist II	110.00
Cultural Resources Specialist I	85.00
Planner III	125.00
Planner II	115.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	145.00
Ecologist III	120.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	125.00
Technician III	105.00
Technician II	80.00
Technician I	70.00
Contract Administrator	100.00
Accountant	95.00
Graphics Specialist	90.00
Clerical	85.00

Expert Witness Rates:

Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates





**PERTEET, INC.**  
*Schedule of 2019 Billing Rates*  
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**Direct Expenses**

**Rate**

Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Project Controls / Primavera	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

**Construction Classifications**

**2019 Hourly Rate**

Construction Supervisor	210.00
Construction Engineering Manager	180.00
Senior Construction Manager	140.00
Construction Manager	120.00
Assistant Construction Manager	120.00
Construction Engineer III	130.00
Construction Engineer II	115.00
Construction Engineer I	100.00
Senior Construction Observer	140.00
Construction Observer III	120.00
Construction Observer II	80.00
Construction Observer I	70.00
Senior Construction Technician	120.00
Construction Technician III	110.00
Construction Technician II	90.00
Construction Technician I	80.00