

**SURFSIDE HOMEOWNERS ASSOCIATION
PACIFIC COUNTY, WASHINGTON
RESOLUTION 2012-07**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
SURFSIDE HOMEOWNERS ASSOCIATION TO CONTACT WITH
SKILLINGS AND CONNOLLY, LLC TO PERFORM A
MAINTENANCE BUILDING FEASIBILITY STUDY**

WHEREAS, The Board of Trustees of the Surfside Homeowners Association desires to use properties owned by the Surfside Homeowners Association in the most cost effective and appropriate manner; and

WHEREAS, The Board of Trustees of the Surfside Homeowners Association desires to protect the vehicles and machinery owned by the Surfside Homeowners Association from premature failure and excessive maintenance and repair; and

WHEREAS, Surfside Homeowners Association owns various lots and properties that are both developed and undeveloped; and

WHEREAS, The Board of Trustees of the Surfside Homeowners Association desires to have reliable and accurate information about the best use and value of its properties; now therefore be it

RESOLVED that the Board of Trustees of the Surfside Homeowners Association approves the attached (Exhibit A) Agreement for Professional Services with Skillings and Connolly, LLC to perform a Maintenance Building Feasibility Study.

ADOPTED by the Board of Trustees of the Surfside Homeowners Association, at its regular meeting held April 21, 2012.

Gary Williams, President

Debbie Richmond
Debbie Richmond, Secretary

James Flood
James Flood, Vice President
Acting president for this 5/19/12 meeting
Chris Hanson
Chris Hanson, Treasurer

Motion By Chris Hanson

Second By Larry Nelson

Yea: Nay: Abstain: Absent:

Exhibit A

**SKILLINGS CONNOLLY, INC.
STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 2012 between **Surfside Homeowners Association**, ("OWNER") located at 33104 J Place, Ocean Park, WA and **Skillings Connolly, Inc.**, ("ENGINEER") a Washington corporation with principal offices at 5016 Lacey Blvd. SE, Lacey, WA 98503 for services in connection with the Agreement;

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with this Agreement,

WHEREAS, ENGINEER desires to render these services as described in the Scope of Services and cost proposal.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The "Skillings Connolly, Inc. Terms and Conditions for Professional Services", which are attached hereto in Exhibit A, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION II. SCOPE OF SERVICES

See Exhibit B, and by this reference is made part of this Agreement.

SECTION III. COMPENSATION

Compensation for ENGINEER'S services under this Agreement is \$4,200.00 plus time and materials.

SECTION IV. RETAINER

A retainer is not required for this project.

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

SKILLINGS CONNOLLY, INC.

SURFSIDE HOMEOWNERS ASSOCIATION

By: _____
Principal

By: _____
Its _____

EXHIBIT A
SKILLINGS CONNOLLY, INC.
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Worker's Compensation insurance as required by statute; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage; General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as a qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepared.

4. CONSTRUCTION PROCEDURES

ENGINEER's observations or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of State of Washington, County of Thurston.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional

recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, report, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising there from without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNERS and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum" or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provisions, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

EXHIBIT A
SKILLINGS CONNOLLY, INC.
TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documents, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly schedule invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (18%) per annum, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progress, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge; no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services does not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate,

remediate or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, director, partners, employees, and Subconsultants from and against all costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereunder, hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**EXHIBIT B
SCOPE OF WORK**

Prepared for

**SURFSIDE HOMEOWNERS ASSOCIATION
MAINTENANCE BUILDING FEASIBILITY STUDY**

April 16, 2012

Project Understanding

The Surfside Homeowners Association is seeking an engineer to prepare a Feasibility Study for a project that would add a maintenance building to their water treatment and booster site located at 33104 J Place Ocean Park, WA in Pacific County Tax Parcel Number 12110923760. The site measures about 0.92 ac. The 4,000 to 6,000 sq. ft. building would be utilized for storage of materials and equipment with a climate controlled work area for sign maintenance.

Three types of construction would be considered in the estimating of anticipated construction costs:

- Metal building
- Stick Built
- Pole Barn type building

The Engineer's Estimate of Probable Costs would also include costs for grading, connection to site water and septic systems as well as connection of power.

As part of this project Skillings Connolly (Engineer) will provide the Client (Surfside Homeowners Association) the following services:

TASK 1 PRELIMINARY SITE PLAN & FEASIBILITY STUDY

1. Meet with County Permit Specialist to review project and requirements for permitting.
2. Review site in field. Preliminary measurements will be made to locate building and driveway located north of the proposed building location.
3. Prepare Preliminary Site Plan showing proposed location of building, building setbacks and access drive. Turning radii of work vehicles will be checked to determine suitability of position of building and access driveway.
4. Preliminary Site plan will be sent to Client for review and use.
5. A short report of findings will be prepared along with engineer's estimate of site improvements and construction costs and sent to Client for their use. County requirements for processing site/building permits will also be listed.

COST TASK 1 \$4,200.

EXPENSES:

1 trip X \$.51 = 127.50
Miscellaneous Expenses \$50.00

TOTAL EXPENSES: \$177.50

Deliverables:

- Preliminary Site Plan
- Estimate of Probable Construction Cost for three alternatives
- Feasibility report

**EXHIBIT C
BILLING RATES**

Prepared for

**SURFSIDE HOMEOWNERS ASSOCIATION
MAINTENANCE BUILDING FEASIBILITY STUDY**

April 16, 2012

TASK 2 MEETINGS

Meetings and other work requested by Client will be billed on a Time & Materials basis.

TASK 3 ADDITIONAL WORK

Final plans, SEPA Checklist, permits and other work related to project will be discussed with Client and a cost agreed to prior to any further work on project.

END SCOPE OF WORK

Prepared by: Robert G. Connolly, PE

04/16/2012

**EXHIBIT C
BILLING RATES**

Prepared for

**SURFSIDE HOMEOWNERS ASSOCIATION
MAINTENANCE BUILDING FEASIBILITY STUDY**

April 16, 2012

Robert G. Connolly, PE	Senior Project Manager	\$204.43
Ryan Soltis, EIT	Design Engineer	95.95
Gloria Walkley	Project Administrator	103.24