



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: R+W Engineering Inc. Date: 06-05-24

Statement of Purpose: Evaluate the HVAC and dehumidification system at the aquatics center

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: See attached email Date: 06-05-24

Other Signatures as Requested by the City Attorney: See attached email

Name/Position
Date: _____

Budget Confirmed: Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 06-05-24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Spencer Nebel

From: David Allen
Sent: Wednesday, June 5, 2024 8:45 AM
To: Robert Wilkinson
Cc: Spencer Nebel
Subject: Re: Newport Aquatic Center - Ed Carlyle Mechanical
Attachments: R&W Proposal RWW Edits.pdf

Spencer - go ahead and sign/date and return the attached engagement letter/proposal to Rob. --David

From: Robert Wilkinson [REDACTED]
Sent: Wednesday, June 5, 2024 8:13 AM
To: David Allen
Cc: Spencer Nebel
Subject: Newport Aquatic Center - Ed Carlyle Mechanical

Hi David and Spencer,
Here is the revised agreement. I added that section you asked about and then made clear that the "client" for R&W is the City. Spencer, here it is signed by Mr. Carlyle - so long as David is good with this, will you please sign and return to me? Then I will get Mr. Carlyle set up for a visit to the Aquatic Center.

Reminder, this is to hire another consulting engineer for the Aquatic Center case, to look at the mechanical systems.

Thank you, and please let me know if you have any questions,
Rob

Robert Wilkinson
Attorney

Vulin Wilkinson LLC
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



May 8, 2024

1752.P24.001

Vulin Wilkinson LLC
[REDACTED]
[REDACTED]

Attention: Robert Wilkinson

Subject: Newport Aquatic Center

Dear Robert:

R&W Engineering, Inc. is pleased to provide the City of Newport with the following proposal for professional mechanical engineering services. We have included our scope of work, preliminarily estimated fee range, rate schedule, and our standard terms and conditions for your use. We look forward to the opportunity to work with you on this project.

Project Understanding:

Project Location: Newport, OR

Project Description: This case is an existing pool building with multiple issues. R&W scope is to review and evaluate the HVAC and dehumidification system in the building.

Client Contact: Email from Robert Wilkinson to Ed Carlisle on 5/3/2024.

Scope of Work:

1. Mechanical Engineering Support
 - 1.1. Edward A. Carlisle, P.E. (undersigned) will provide services as requested to provide reviews and opinions of alleged deficiencies and/or issues with Newport Aquatic Center. This may include, but not be limited to, the following:
 - 1.1.1. HVAC systems.
 - 1.1.2. Outside air ventilation systems.
 - 1.1.3. Dehumidification systems.

[REDACTED]

1.1.4. Design and Installation compatibility with code and standards of care.

Assumptions:

1. Invoices will be monthly basis with 30-day payment.
 - 1.1. When possible, we will provide budget estimates of specific tasks.
2. Edward A. Carlisle, P.E. will bill at our Principal rate. Any supporting or exhibit preparations, etc., will be with staff at the appropriate rates.
3. Expert testimony and/or depositions, if required, will be invoiced at twice the Principal rate.

Exclusions:

1. Will advise if necessary.

Fee Proposal:

R&W Engineering, Inc. proposes to provide the services listed above on a time and material basis. The fees shall be as listed in the summary below. Our preliminary estimate for this effort is listed below. When this estimate is reached R&W will inform Vulin Wilkinson LLC and a revised estimate will be provided.

Engineering Support.....\$26,000.00

Terms shall be as stated in the attached Standard Terms and Conditions dated 1/5/21. Our standard rates shall be subject to annual revision. To initiate this letter agreement, please sign below and return a copy to our office.

Project Billing Setup:

Upon signed contract, please indicate your preferred invoicing method, if no method is selected, invoicing will default to email only:

- Email Invoice sent to: [REDACTED]
- Mail Hardcopy Invoice to: [REDACTED]
- Both Email and Hardcopy Invoice to above confirmed contacts

Please feel free to call with any questions that you might have. Again, we look forward to working with you on this project.



2024.06.05 06:23:37-07'00'

Edward A. Carlisle, PE
R&W Engineering, Inc.



City of Newport Date



R&W accepts credit cards for payment of services. Our system will accept American Express, Visa, Master Card, and Discover.

Enclosures: Rate Schedule and Standard Terms and Conditions



2024 HOURLY BILLING RATES

| | |
|--------------------------------------|---------------------------------|
| EXPERT TESTIMONY / DEPOSITIONS _____ | \$450.00/hr |
| PRINCIPAL _____ | \$225.00/hr |
| PROJECT MANAGER _____ | \$200.00/hr |
| SENIOR ENGINEER II _____ | \$185.00/hr |
| SENIOR ENGINEER I _____ | \$150.00/hr |
| ENGINEER _____ | \$135.00/hr |
| SENIOR TECHNICIAN II _____ | \$145.00/hr |
| SENIOR TECHNICIAN I _____ | \$120.00/hr |
| TECHNICIAN/DESIGNER _____ | \$105.00/hr |
| PROJECT SUPPORT _____ | \$87.50/hr |
| CAD II _____ | \$105.00/hr |
| CAD I _____ | \$90.00/hr |
| CLERICAL _____ | \$60.00/hr |
| MILEAGE _____ | IRS ALLOWABLE EXPENSES PLUS 10% |
| OTHER EXPENSES _____ | COST PLUS 10% |

Expires: December 31, 2024





STANDARD TERMS AND CONDITIONS

January 5, 2021

The following terms and conditions are intended for incorporation by reference into quotations and agreements, orders, or authorizations for professional services ("Agreement") entered into between R&W Engineering, Inc. (R&W) and the Client.

1. R&W professional services consist of and are limited to those services performed enumerated in the Agreement. R&W's services shall be performed consistent with and limited to the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). R&W shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Such Standard of Care is not a warranty or guarantee, and R&W shall have no such obligation.
 2. Additional services, over and above those stated in the Agreement, may be provided if authorized or confirmed by the Client and will be paid for by the Client as provided below unless otherwise specifically provided in the Agreement. Such services will be charged at R&W's standard rates in effect when performed. Costs will be reimbursed according to R&W's standard reimbursement rates in effect when incurred, and if no rate is in effect, at R&W's cost plus the standard markup on such costs. R&W will provide the Client with a statement of its current standard rates upon request.
 3. The Client will provide full information as to the Client's requirements for the project as may be requested by R&W from time to time. R&W will notify Client of errors and/or discrepancies in such information to the extent they are actually identified, but otherwise shall be entitled to rely on the adequacy and accuracy of information provided by the Client. The Client will examine and respond promptly to R&W's submittals and inquiries and will provide prompt written notice to R&W whenever the Client observes or otherwise learns of any defect in the services performed by R&W or in the work performed appurtenant to such services.
 4. All documents, including drawings and specifications, provided by R&W are instruments of service with respect to the particular project for which they are provided, and R&W shall retain its ownership and property interest in such documents whether or not the project is completed. The Client may make, distribute, and retain such copies as are reasonably necessary for information and reference in connection with the construction, use, and occupancy of the particular project for which the documents are provided. Such documents are not intended or represented to be suitable for re-use by the Client or by others for any other purpose. Any additional use or re-use, without the written consent of R&W, shall be at the Client's sole risk and without liability or legal exposure to R&W or its subconsultants and the Client shall indemnify and hold harmless R&W and its subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from such use.
 5. To the maximum extent permitted by law, the Client agrees to limit the total aggregate liability of R&W and its subconsultants for the Client's damages arising out of services performed with respect to any project to the sum of \$10,000 or to R&W's total fee for services rendered on such project, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pleaded or asserted.
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- A large black rectangular redaction covers the signature area at the bottom of the page.

6. Unless specifically stated otherwise in the Agreement, the following payment provisions shall apply. The initial deposit, if any, shall be retained and credited to the final payment due under the Agreement. R&W will invoice the Client as services are performed. Invoices are payable upon receipt and the Client shall not backcharge or withhold payment from R&W for any reason without R&W's specific written consent. Client has no right to withhold payment of any amounts due and owing as a set-off of any alleged claims against R&W. In the event R&W has to engage a collector or attorney, pursue collections, or file a lien to secure payment, Client will be responsible for all costs and fees associated with such activities regardless of whether suit or action is instituted. Invoices unpaid after thirty (30) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. Failure to pay R&W's invoices within sixty (60) days of the due date will be considered a material breach, and R&W may terminate its services upon notice in writing to Client. R&W shall have no responsibility to provide deliverables or respond to requests for information from Client or any governing authority until amount owed is paid in full. R&W will not be responsible for any claims or damages which may arise as a result of Engineer exercising any of its rights in this paragraph.
 7. R&W and the Client agree that any dispute arising under or related to the Agreement will be submitted to a mediator agreed to by both parties as soon as such dispute arises and, in any event, prior to commencement of arbitration or litigation. Such mediation shall occur at a place mutually convenient to the parties and the mediation fee and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation.
 8. R&W will have the option to enforce payment of delinquent accounts by suit or action in a court of law or by arbitration. All other complaints, disputes and/or controversies that may arise out of or in connection with the agreement, order, or authorization, or services performed pursuant to such agreement, order, or authorization, including claims which might be pleaded or urged in a counterclaim or setoff in any action to enforce payment, shall be finally resolved by arbitration under the laws of the State of Oregon and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties.
 9. The Agreement shall be governed by the laws of the State of Oregon. R&W and the Client consent to the exclusive jurisdiction and venue of the State and Federal courts of Oregon.
 10. Neither R&W nor the Client shall assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of the other. Nothing contained in this paragraph shall prevent R&W from employing such independent professional associates and subconsultants as R&W may deem appropriate to assist in the performance of services. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than R&W and the Client. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and R&W and not for the benefit of any other party.
 11. Subject to the limits of Oregon law, and to the extent caused by the negligence or willful misconduct of either Party or those under its control and direction associated with this project, such Party shall indemnify and hold harmless the other Party from any and all third-party suits, claims, liabilities, or losses arising out of such negligence or willful misconduct.
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- [REDACTED]