AGENDA

DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington

December 7, 2017 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER REPORT

ADMINISTRATION REPORT

Item 1: EMERGING ISSUES

- Billing Strategies

Item 2: POLICE OPERATIONS UPDATE

CONSENT CALENDAR

Page 1 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfer through November 30, 2017 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#152325-152586	$ 277,236.57
Electronic Wire Transfers	#953-955	$ 48,426.37
Payroll Checks	#19006-19007	$ 1,269.76
Payroll Deposit	#480001-480166	$ 357,816.03
Total Certified Checks, Wires, A/P and Payroll Vouchers:		$ 684,748.73

Page 3 Item 2: 2018-2019 ON-CALL CONSULTANT AGREEMENTS FOR CIVIL ENGINEERING SERVICES

Motion is to approve the Consultant Agreements for the On-Call Civil Engineering Services (2018-2019) with AMEC Foster Wheeler Environment & Infrastructure, Inc., Century West Engineering, Exeltech Consulting, Inc., GeoDesign Inc., HWA GeoSciences Inc., KPFF Consulting Engineers, KPG P.s., Parametrix Inc. and Tetra Tech Inc., each up to $1,000,000.00, and authorize the City Manager to sign the Agreements substantially in the form as submitted.

Page 497 Item 3: 2018 VEHICLE AND EQUIPMENT PURCHASE
Motion is to approve the purchase of vehicles and equipment identified in Attachment 1 for a total amount of $510,657.16, and to authorize the City Manager or the City Manager's designee to sign the purchase orders substantially in the form as attached.

Page 539 Item 4: DES MOINES MUNICIPAL DUI CANDIDATE COURT
Motion is to accept the grant from the Washington Traffic Safety Commission in the amount of $34,800 for the purposes of establishing a DUI court in Des Moines and further to ratify and confirm the City Manager's approval of the attached contract.

Page 557 Item 5: SETTLEMENT AGREEMENT AND RELEASE: HESSELGESSER V. CITY OF DES MOINES, ET. AL.
Motion is to approve the Release and Settlement Agreement quieting title to the eastern half of platted but unimproved right of way abutting 20906 1st Place South in favor of Plaintiff Hesselgessers, and authorize the City Manager and the City Attorney to sign the Agreement and Stipulated Judgement substantially in the form as attached.

Page 577 Item 6: CONSULTANT CONTRACT AMENDMENT FOR BUILDING PLANS AND EXAMINATION SERVICES: BHC CONSULTANTS, LLC
Motion is to approve Amendment No. 2 to the Contract with BHC Consultants, continuing professional inspection and plan review services for the year 2018 in an amount not to exceed $60,000, and to authorize the City Manager to sign the contract amendment substantially in the form submitted.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 597 Item 1: DRAFT ORDINANCE NO. 17-111 RELATING TO THE ENVIRONMENT CODE ESTABLISHING AN OFF-SITE MITIGATION AND FEES PAID IN LIEU PROGRAM AND AMENDING CHAPTER 16.25, AND ESTABLISHING AN ASSOCIATED URBAN FORESTRY FUND IN CHAPTER 3.51.

Page 607 Item 2: DRAFT ORDINANCE NO. 17-073; LANDSCAPE FOR ESSENTIAL PUBLIC TRANSPORTATION FACILITIES

Page 621 Item 3: DRAFT ORDINANCE NO. 17-140; RENAMING SOUTH 236TH LANE TO COLLEGE WAY

NEW BUSINESS

Page 633 Item 1: NORTH MARINA PARKING LOT BULKHEAD AND RESTROOM REPLACEMENT - CONSULTANT DESIGN CONTRACT
Staff Presentation: Andrew Merges
Transportation & Engineering Services Manager

EXECUTIVE SESSION

NEXT MEETING DATE

December 14, 2017 City Council Study Session

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval
7-Dec-17
Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of Dec 07, 2017 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through November 30th, 2017 included in the attached list and fu described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer:

Cecilia Pollock, Finance Operations Manager

	# From		# To	Amounts
Claims Vouchers:				
Total A/P Checks/Vouchers	152525	-	152586	277,236.57
Electronic Wire Transfers	953	-	955	48,426.37
		-		
Total claims paid				**325,662.94**
Payroll Vouchers				
Payroll Checks	19006	-	19007	1,269.76
Direct Deposit	480001	-	480166	357,816.03
Payroll Checks				
Direct Deposit				
Total Paychecks/Direct Deposits paid				**359,085.79**
Total checks and wires for A/P & Payroll				**684,748.73**

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
2018-2019 On-Call Consultant Agreements for Civil Engineering Services

ATTACHMENTS:
1. Consultant Agreements
2. Request for Statements of Qualifications
3. Standard Local Agency Agreement

FOR AGENDA OF: December 7, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 28, 2017

CLEARANCES:
[ ] Community Development N/A
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Public Works RBC

CHIEF OPERATIONS OFFICER:_____

[X] Legal TG
[X] Finance CR
[ ] Courts N/A
[ ] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council authorization of Consultant Agreements for On-Call Civil Engineering Services from January 1, 2018 through December 31, 2019. The selected Consultants will provide engineering support on the City's approved Capital Improvement Program projects, will work on the Professional Services portions of the City's approved operating budgets as needed, will provide assistance on the review of development applications when necessary, and will be available to assist the City during emergency situations. This process has been used successfully by the City since 2008 and follows requirements of the Washington State Department of Transportation (WSDOT) Local Agency Guidelines (LAG) Manual.

Suggested Motion

Motion 1: "I move to approve the Consultant Agreements for On-Call Civil Engineering Services (2018-2019) with AMEC Foster Wheeler Environment & Infrastructure Inc., Century West Engineering, Exeltech Consulting Inc., GeoDesign Inc., HWA GeoSciences Inc., KPFF Consulting Engineers, KPG P.S., Parametrix Inc., and Tetra Tech Inc., each up to $1,000,000.00, and authorize the City Manager to sign the Agreements substantially in the form as submitted."

Background

Engineering consultants are needed in order to supplement and expand the capability of City staff on the design and construction of Capital Improvement Projects, to provide occasional assistance with development related reviews, and for other technical engineering work.

Among other things, RCW 39.80 requires that agencies advertise, conduct interviews if necessary, and ultimately select the most qualified consultant(s) to provide professional services. This selection process may not be based on the cost for those services.

In September of 2017, staff placed an advertisement for a Request for Qualifications (RFQ) from civil engineering firms interested in providing on-call engineering services to the City through the year 2019. A copy of the RFQ is provided as Attachment 2 for reference. Statements of Qualifications (SOQ) were received from 14 firms. Throughout October and November, a staff selection committee reviewed each of the SOQ's and ranked them based on their response to the criteria identified in the RFQ. The firms were also ranked on their ability to provide quality services in a wide variety of specific civil engineering disciplines.

Nine firms are needed in order to provide adequate redundancy of service in each specific discipline of civil engineering. This redundancy is necessary for several reasons. First, if staff is unable to successfully negotiate a specific Task Order Assignment with one consultant, staff can easily move to another consultant that is equally qualified to perform the task. Second, if a consultant is too busy to conduct a Task Order Assignment in a timely manner, staff needs to have at least one other consultant available to perform the work. Third, if staff receives work from a consultant on a development project where the assistance of a third party consultant review is needed, and the developer's consultant is on our on-call roster, there would be a conflict of interest. Staff needs to have another consultant available to conduct the review in this case. Last, consultants may only have one active contract with the City that utilizes federal funding per the WSDOT LAG Manual.

The selected consultant firms are AMEC Foster Wheeler Environment & Infrastructure Inc., Century West Engineering, Exeltech Consulting Inc., GeoDesign Inc., HWA GeoSciences Inc., KPFF Consulting Engineers, KPG P.S., Parametrix Inc., and Tetra Tech Inc. Consultant Agreements have been developed and negotiated. Since these consultants will likely be utilized on projects that are Federally-funded, the form of the Agreement is based on the Standard Local Agency Agreement as required under the WSDOT LAG. A copy of a standard LAG Agreement is provided as Attachment 3. Due to their size, copies of the actual agreements have been uploaded to the City website electronically (refer to Attachment 1).

Discussion

The City has historically used consultants for providing professional services including design and construction management services, inspection services, and for preparing technical analyses on complex

engineering related issues. Having consultants on-call streamlines the work effort required by City staff, and expedites the design and construction of projects.

Prior to 2008, staff selected consultants on a project by project basis. This process is very time consuming and in most cases, inefficient. In other words, for each and every project, an advertisement is placed, all submitted proposals are reviewed, interviews are conducted if necessary, and a consultant is selected for a specific project. In addition, staff typically advertised for professional services only after the Capital Improvement Program project budgets had been approved for a specific year. Going through an RFP for an individual project can add 2 to 3 months to the schedule. This can be problematic if construction windows are limited due to the time of year, weather, and environmental fishery related windows. Having consultants on-call over a multi-year timeframe is really ideal to support programs that are funded from a multi-year budget cycle process as well.

In late 2007, the Council authorized On-call Consultant Agreements for the years 2008 and 2009. This process was used again very successfully between 2010 and 2011, for years 2012 and 2013, for years 2014 and 2015, and for years 2016 and 2017. Having those Agreements in place greatly increased the productivity and efficiency of the staff. That increased productivity will certainly continue in 2018 and 2019 with the continuation of this on-call process.

With these agreements in place, all of the consultant selection process has been completed. As needed, staff will prepare a Task Order Assignment that identifies a specific work task or project to be performed. The selected consultant will meet with staff to develop a specific scope of work, schedule, and budget for the Task Order Assignment. Once finalized, the Task Order Assignment will be approved by the City Manager or the City Council, depending on the specific budget and City Manager contract authority for that Task Order Assignment.

Approving these Agreements does not obligate the City to assign any specific number of tasks, volume of work, or a specific contract value to any of these consultants. At any time during a funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City has reserved the right to add and or delete Task Assignments to meet other priorities.

The maximum potential value for these Agreements is set at $1,000,000 for consultants that can provide a wide variety of civil and architectural engineering services.

Alternatives

The Council could choose to have specific agreements prepared for each project at the time a project is started. Under this scenario, a specific agreement would have to be prepared, advertised, reviewed, and approved for each and every project, along with the scope of work, the schedule, and the budget. Also, under this scenario, the City would not have consultants available to provide assistance during emergency situations.

Financial Impact

Approving these agreements will streamline the consultant selection process for the City, saving staff time and resources, including advertising costs.

Approving these Consultant Agreements will create no negative financial impact to the City.

Approving these Agreements does not require the payment of any funds to any of the identified consultants. Consultants will only be paid for services provided on individual and specific Task Order Assignments developed under these Agreements. Each Task Order Assignment will have its own specific scope, schedule, and budget. All Task Order Assignments will be for work within established and approved City programs and budgets, or to assist the City in response to emergency situations requiring the assistance of engineering consultants.

The City Manager will approve Task Order Assignments that are within the City Manager's authorized limit. Task Order Assignments above that limit will be brought before the City Council for authorization.

Recommendation

Staff recommends approval of the Consultant Agreements with the selected firms for on-call engineering services through December 31, 2019.

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Amec Foster Wheeler Environment & Infrastructure, Inc.	
Address: 4020 Lake Washington Blvd. NE, Ste 200	Federal Aid Number:
UBI Number: 601-550-507	Federal TIN or SSN Number: 91-1641772
Execution Date:	Completion Date: 12/31/2019
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☐ Yes ☑ No
Project Title: 2018-2019 On-Call Civil Engineering Services	
Description of Work: On-Call Civil Engineering Services	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: 1,000,000

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines ,
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges, PE, Executive MPA
Agency: City of Des Moines
Address: 21650 11th Ave. South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

If to CONSULTANT:
Name: Todd Wentworth
Agency: Amec Foster Wheeler
Address: 4020 Lake Washington Blvd NE Suite 200
City: Kirkland State: WA Zip: 98033
Email: todd.wentworth@amecfw.com
Phone: 425-368-1000
Facsimile: 425-368-1001

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges, PE, Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date: 11/13/2017
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No.

Agreement Number:

Formal Task Assignment Document

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05

Exhibit "A"
Scope of Work
2018-2019 On-Call General Civil Engineering Services

GENERAL
The City of Des Moines (City) has selected Amec Foster Wheeler Environment & Infrastructure, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Amec Foster Wheeler Environment & Infrastructure, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2018 through December 31st, 2019. Amec Foster Wheeler Environment & Infrastructure, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2019, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2020. No new work shall be authorized after December 31st, 2019 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent tack order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D and E, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D and E for the life of this Agreement. Overhead calculations are included in Exhibits D and E, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION
Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).

- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Tack Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less then 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear

communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit B
DBE Participation

DBE participation goals will be determined by each Task Assignment issued.

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Hard copy field books, raw data, collection files, text point files (comma delineated)

B. Roadway Design Files

AutoCAD, C3D

C. Computer Aided Drafting Files

AutoCAD, C3D

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have the right to review all deliverables referenced in the specific scopes of work for each Task Order Assignment

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in the specific scopes of work for each Task Order Assignment

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency-furnished services and information as outlined in the specific scopes of work for each Task Order Agreement

II. Any Other Electronic Files to Be Provided

As deemed necessary by agreement of the Agency and Consultant

III. Methods to Electronically Exchange Data

FTP, Email, and CD/DVD

A. Agency Software Suite

AutoCAD, C3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, ZIP Files, Word, Excel

Exhibit D
Prime Consultant Cost Computations

See attached.

Agreement Number:

ACTUALS NOT TO EXCEED TABLE
City of Des Moines On-Call

Amec Foster Wheeler Environment & Infrastructure, Inc.
4020 Lake Washington Boulevard NE, Suite 200
Kirkland, Washington 98033
Prepared 11/8/2017
Rates Valid through 12/31/2018

Class Code	Class Code Description	Direct Labor Rate NTE*	Overhead 145.57%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
PROFESSIONAL LEVELS					
601	Professional Level 1	12.31	17.91	3.69	33.91
602	Professional Level 2	13.94	20.30	4.18	38.43
603	Professional Level 3	15.58	22.68	4.67	42.94
604	Professional Level 4	17.23	25.08	5.17	47.48
605	Professional Level 5	18.87	27.47	5.66	52.00
606	Professional Level 6	20.51	29.85	6.15	56.51
607	Professional Level 7	22.14	32.24	6.64	61.02
608	Professional Level 8	23.79	34.64	7.14	65.57
609	Professional Level 9	25.43	37.02	7.63	70.08
610	Professional Level 10	27.07	39.40	8.12	74.59
611	Professional Level 11	30.38	44.22	9.11	83.71
612	Professional Level 12	33.11	48.19	9.93	91.23
613	Professional Level 13	36.04	52.46	10.81	99.30
614	Professional Level 14	39.17	57.01	11.75	107.93
615	Professional Level 15	42.53	61.90	12.76	117.19
616	Professional Level 16	45.73	66.57	13.72	126.01
617	Professional Level 17	49.55	72.13	14.86	136.54
618	Professional Level 18	53.24	77.49	15.97	146.70
619	Professional Level 19	56.92	82.86	17.08	156.86
620	Professional Level 20	60.61	88.22	18.18	167.01
621	Professional Level 21	64.29	93.59	19.29	177.17
622	Professional Level 22	67.98	98.95	20.39	187.32
623	Professional Level 23	71.66	104.32	21.50	197.48
624	Professional Level 24	75.35	109.68	22.60	207.64
625	Professional Level 25	79.03	115.05	23.71	217.79
626	Professional Level 26	87.13	126.84	26.14	240.10
TECHNICAL LEVELS					
501	Technician Level 1	8.40	12.23	2.52	23.15
502	Technician Level 2	9.35	13.60	2.80	25.75
503	Technician Level 3	10.29	14.98	3.09	28.36
504	Technician Level 4	11.24	16.35	3.37	30.96
505	Technician Level 5	12.18	17.73	3.65	33.56
506	Technician Level 6	13.13	19.11	3.94	36.17
507	Technician Level 7	14.18	20.63	4.25	39.06
508	Technician Level 8	15.23	22.16	4.57	41.96
509	Technician Level 9	16.28	23.69	4.88	44.85
510	Technician Level 10	17.85	25.98	5.36	49.19
511	Technician Level 11	19.43	28.28	5.83	53.53
512	Technician Level 12	21.53	31.33	6.46	59.32
513	Technician Level 13	24.15	35.16	7.25	66.55

Class Code	Class Code Description	Direct Labor Rate NTE*	Overhead 145.57%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
514	Technician Level 14	26.78	38.98	8.03	73.78
515	Technician Level 15	29.40	42.80	8.82	81.02
516	Technician Level 16	32.87	47.84	9.86	90.57
517	Technician Level 17	34.65	50.44	10.40	95.49
518	Technician Level 18	42.00	61.14	12.60	115.74
ADMINISTRATIVE LEVELS					
801	Administrative Level 1	9.63	14.02	2.89	26.53
802	Administrative Level 2	11.48	16.71	3.44	31.63
803	Administrative Level 3	13.32	19.40	4.00	36.72
804	Administrative Level 4	15.17	22.09	4.55	41.81
805	Administrative Level 5	17.02	24.78	5.11	46.90
806	Administrative Level 6	18.87	27.47	5.66	52.00
807	Administrative Level 7	21.50	31.30	6.45	59.26
808	Administrative Level 8	24.66	35.90	7.40	67.97
809	Administrative Level 9	27.83	40.50	8.35	76.68
810	Administrative Level 10	52.50	76.42	15.75	144.67

Labor rates below the Washington State Minimum Wage apply to employees in other states
* Direct Salary NTE rates include a 5% increase to cover annual salary increases

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 22, 2017

Amec Foster Wheeler Environment & Infrastructure, Inc.
11015 Lakewood Parkway, Suite 300
Alpharetta, GA 30009

Subject: Acceptance FYE 2016 ICR – Cognizant Review

Dear Mr. Eddie Goyne:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 145.57% of direct labor for the home office and 126.59% of direct labor for the field office based on the "Cognizant Review" from The Georgia Department of Transportation (GDOT). These rates will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:

Amec Foster Wheeler Environment & Infrastructure, Inc.

Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rate) Costs
Year Ended December 31, 2016

Contents

Independent auditor's report	1-2
Schedule of direct labor, fringe benefits, and general overhead (with field rate) costs	3-4
Notes to schedule	5-9
Independent auditor's report on internal control and compliance	10-11

RSM

RSM US LLP

Independent Auditor's Report

Board of Directors
Amec Foster Wheeler Environment & Infrastructure, Inc.

Report on the Schedule

We have audited the accompanying Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rate) Costs (Schedule) of Amec Foster Wheeler Environment & Infrastructure, Inc. (Company) for the year ended December 31, 2016 and the related notes to the Schedule.

Management's Responsibility for the Schedule

Management is responsible for the preparation and fair presentation of the Schedule in accordance with the basis of accounting practices prescribed by Part 31 of the *Federal Acquisition Regulations* as described in Note 2. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on the Schedule based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the financial audit standards contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the Schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation of the Schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule.

We believe the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the Schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits, and general overhead of the Company for the year ended December 31, 2016 in conformity with accounting practices prescribed by Part 31 of the *Federal Acquisition Regulations* as described in Note 2.

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RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Basis of Accounting
We draw attention to Note 2 of the Schedule, which describes the basis of accounting. As described in Note 2, the Schedule is prepared by the Company in accordance with accounting practices prescribed by Part 31 of the *Federal Acquisition Regulations*, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of governmental agencies and contractors related to contracts employing the cost principles of *Federal Acquisition Regulations*. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards,* we have issued a report dated May 16, 2017, on our consideration of the Company's internal control over financial reporting as it relates to the Schedule and on our tests of its compliance with certain provisions of laws, regulations and contracts, including provisions of the applicable sections of Part 31 of the *Federal Acquisition Regulation*. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of the testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control over financial reporting and compliance.

Restriction on Use
Our report is intended solely for the information and the use of the Company and government agencies or other customers related to contracts employing the *Federal Acquisition Regulation* cost principles and is not intended to be, and should not be, used by anyone other than these specified parties.

RSM US LLP

Birmingham, Alabama
May 16, 2017

Amec Foster Wheeler Environment & Infrastructure, Inc.

Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rate) Costs
Year Ended December 31, 2016

Account Description	General Ledger Balance	Less Unallowable Costs	FAR Reference	Total Proposed	Allocation: Field Office Costs	Allocation: Home Office Costs
Direct labor	$ 187,813,476	$ -		$ 187,813,475	$ 19,319,158	$ 168,494,317
Indirect costs						
Fringe benefits:						
Payroll taxes	$ 24,557,089	$ 117,765	31.205-1, 31.205-6[a]	$ 24,439,324	$ 2,513,915	$ 21,925,409
Holiday, vacation, and sick	35,057,632	-		35,057,632	3,606,152	31,451,480
Group insurance	31,610,590	-		31,610,590	3,251,577	28,359,013
Employee retirement contribution	12,764,608	-		12,764,608	1,313,013	11,451,595
Tuition reimbursement	101,455	-		101,455	10,436	91,019
Employee benefits	3,017,357	594,256	31.205-13[d]	2,423,101	249,249	2,173,852
Bonus provision	7,558	-		7,558	777	6,781
Total fringe benefits	$ 107,116,289	$ 712,021		$ 106,404,268	$ 10,945,119	$ 95,459,149
General overhead costs:						
Indirect labor	$ 97,046,522	$ 2,883,003	31.205-1, 31.205-6[b] [o]	$ 94,163,519	$ 9,685,992	$ 84,477,527
Professional memberships-employee	370,887	-		370,887	38,151	332,736
Seminars & training	963,643	-		963,643	99,124	864,519
Employee relocation	191,319	191,319	31.205-35[f]	-	-	-
Recruiting	933,208	-		933,208	95,993	837,215
Indirect travel and entertainment	7,281,593	1,649,700	31.205-14, 31.205-46[e] [f]	5,631,893	579,316	5,052,577
Legal & professional	6,452,973	2,637,710	31.201-2, 31.205-47[g] [i] [u]	3,815,263	392,451	3,422,812
Occupancy	25,572,897	50	31.201-2[f]	25,572,847	-	25,572,847
Advertising and promotion	3,062,017	1,321,116	31.205-1[h]	1,740,901	179,075	1,561,826
Office furniture and supplies	1,627,153	-		1,627,153	-	1,627,153
Computer/software costs	15,196,118	-		15,196,118	1,563,126	13,632,992
Office equipment rental & maintenance	2,194,081	-		2,194,081	-	2,194,081
Depreciation	2,273,497	-		2,273,497	4,051	2,269,446
Communications	3,085,967	-		3,085,967	281,263	2,804,704
Postage and shipping	485,182	-		485,182	49,908	435,274
Business and property taxes, fees & permits	1,528,300	-		1,528,300	157,206	1,371,094
Insurance	3,706,314	-		3,706,314	381,245	3,325,069
Bad debt	29,939	29,939	31.205-3[j]	-	-	-
Dues, memberships, and subscriptions	938,259	278,170	31.205-43[k]	660,089	67,899	592,190
Contributions	21,000	21,000	31.205-8[l]	-	-	-
Penalties & fines	807,293	807,293	31.205-15[m]	-	-	-
Bank charges	87,764	-		87,764	9,028	78,736
Other operating	(476,579)	748,150	31.201-2, 31.201-4[t]	(1,224,729)	(125,980)	(1,098,749)
Amortization	1,534,282	1,020,757	31.205-49[v]	513,525	52,823	460,702
Internal restructuring	5,193,438	5,193,438	31.205-27[q]	-	-	-
Intercompany charges, net	19,572,066	19,572,066	31.201-3, 31.205-6[p] [s]	-	-	-
Interest	3,472,399	3,472,399	31.205-20[n]	-	-	-
Income taxes	(9,121,170)	(9,121,170)	31.205-41[o]	-	-	-
Total general overhead	$ 194,030,362	$ 30,704,940		$ 163,325,422	$ 13,510,671	$ 149,814,751
Total indirect costs	$ 301,146,651	$ 31,416,961		$ 269,729,690	$ 24,455,790	$ 245,273,900
Overhead rates (% of direct labor)					126.59%	145.57%

See accompanying notes to schedule.

Amec Foster Wheeler Environment & Infrastructure, Inc.

Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rate) Costs
Year Ended December 31, 2016

Notes:

[a] Employer portion of OASDI tax on unallowable labor is disallowed.

[b] Labor costs associated with general public relations, advertising, and other unallowable activities is disallowed.

[c] Compensation above a reasonable threshold is disallowed.

[d] Employee benefit costs related to recreation, entertainment, and other unallowable activities are disallowed.

[e] Travel costs in excess of maximum per diem rates in effect at the time of travel are disallowed.

[f] Entertainment is disallowed.

[g] Costs associated with legal settlements in lieu of litigation are disallowed.

[h] Advertising/marketing costs not explicitly stated as allowable are disallowed.

[i] Costs not generally allocable to a contract or related to allowable activities necessary for the overall operation of the business are disallowed.

[j] Bad debts arising from uncollectible accounts are disallowed.

[k] Costs of civic and community memberships are disallowed.

[l] Contributions and donations are disallowed.

[m] Fines and penalties are disallowed.

[n] Interest and other financial costs are disallowed.

[o] Federal and state income taxes, deferred income taxes, and tax credits are disallowed.

[p] Intercompany management fees are disallowed.

[q] Internal reorganization costs are disallowed excluding compensation payments.

[r] Disallowed costs associated with employee relocation.

[s] Stock based compensation is disallowed.

[t] Unsupported purchases are disallowed.

[u] Legal reserve accrual is disallowed.

[v] Goodwill amortization is disallowed.

Amec Foster Wheeler Environment & Infrastructure, Inc.

Notes to Schedule

Note 1. Description of the Company

Amec Foster Wheeler Environment & Infrastructure, Inc. (Amec Foster Wheeler or Company), formerly known as AMEC Environment & Infrastructure, Inc. and also formerly known as AMEC Earth & Environmental, Inc., a C Corporation, is headquartered in Alpharetta, Georgia. Amec Foster Wheeler's history includes associated acquisitions and mergers which have resulted in the current organizational structure. The following discussion of these transactions is necessary to understand how the existing organizational structure was derived.

Amec Foster Wheeler plc, formerly known as AMEC plc, a United Kingdom-based public limited company traded on the London Stock Exchange and on the New York Stock Exchange in the form of American Depository Shares, provides consulting, engineering and project management services worldwide across four key markets: oil & gas, mining, clean energy, and environment & infrastructure. During 2014, AMEC plc purchased Foster Wheeler AG and changed its name to Amec Foster Wheeler plc.

Amec Foster Wheeler plc conducts its operations in the United States through its subsidiary, Amec Foster Wheeler Ventures, Inc. (Ventures). Historically, Ventures has conducted its environment-and-infrastructure related operations through multiple direct and indirect subsidiaries incorporated in various jurisdictions throughout the United States of America, and Amec Foster Wheeler has served as the principal operating subsidiary performing these types of services.

In June 2011, Amec Foster Wheeler plc, through indirect subsidiaries, purchased MACTEC Inc. (MACTEC) and its subsidiaries, including MACTEC Engineering and Consulting, Inc. (MEC). MACTEC's primary business was providing comprehensive environmental, design, infrastructure and construction management services to governmental, commercial and industrial entities generally in the United States of America, a similar range of services provided by Amec Foster Wheeler. This acquisition served to strengthen Amec Foster Wheeler plc's North American growth strategy. On January 1, 2012, the assets, liabilities and operations of MACTEC and MEC were merged with and into Amec Foster Wheeler.

In an effort to streamline operations and in addition to the MACTEC and MEC merger noted above, Ventures also merged two wholly owned subsidiaries of Amec Foster Wheeler, AMEC Geomatrix, Inc. (Geomatrix) and AMEC-BCI Engineers & Scientists, Inc. (BCI), with and into Amec Foster Wheeler on January 1, 2012. Geomatrix provided specialist environmental, geotechnical and water resources services to clients in sectors such as oil and gas, industrial, mining and municipal. BCI provided environmental, water resources, geotechnical, civil and forensic engineering services predominantly to clients in the water and mining sectors.

The merger of multiple direct and indirect subsidiaries as noted above has resulted in Amec Foster Wheeler's current organizational structure. As a result of these mergers, the Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rate) Costs (Schedule) includes the accounts of the combined entities.

Note 2. Basis of Accounting and Description of Accounting Policies

The Schedule has been prepared on the basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR). Accordingly, the Schedule is not intended to present the direct labor, fringe benefits, and general overhead costs of Amec Foster Wheeler in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP).

Amec Foster Wheeler Environment & Infrastructure, Inc.

Notes to Schedule

Note 2. Basis of Accounting and Description of Accounting Policies (Continued)

Amec Foster Wheeler maintains an accounting system on the accrual basis in accordance with accounting principles generally accepted in the United States of America and maintains a job cost accounting system which is fully integrated into its accounting system. Contracts are assigned individual project numbers within the accounting system and direct costs are identified and charged to those project numbers. Indirect expenses are recorded and billed to projects using predetermined rates. The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job cost accounting system. Depreciation on property and equipment is computed over the estimated useful lives of the assets using the straight-line method.

The Company has evaluated subsequent events through May 16, 2017, the date upon which the Schedule was available for issuance.

Note 3. Description of Overhead Rate Structure

All costs are allocated based on direct labor cost which includes all direct labor, including full-time, part-time, temporary, and on-call employees and includes straight time, overtime and overtime premium. Direct labor does not include temporary staff obtained through an outside service provider. Those costs are treated as other direct costs and are charged to projects as incurred (see Note 8).

Certain costs incurred by Amec Foster Wheeler support more than one operating entity, and these expenditures are accumulated in costs centers maintained in the accounting system, which are allocated based on defined allocation bases. This practice is consistent with the Company's Cost Accounting Standards Board disclosure statements.

Note 4. Field Offices

A field overhead pool has been created for unique arrangements on a contract. This pool is generally applicable to Amec Foster Wheeler's organizational units performing long-term, full-time work assignments when Amec Foster Wheeler's personnel are provided an office work space and related overhead support by the customer as their primary work station, and Amec Foster Wheeler personnel work in the provided space rather than an alternate work location. The customer provides facilities outfitted with the necessary equipment to perform the intended work. This typically includes, but is not limited to, furniture, phones, internet, computers, reproduction capability, network support, postage, supplies, and transportation required to transit the site. This pool is developed within the guidelines published in the *American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide.*

Note 5. Description of Labor-Related Costs

Project labor: Amec Foster Wheeler charges labor to projects using actual labor rates. Direct labor costs of effort performed by full-time, part-time, on-call, and temporary employees, including overtime and overtime premium, is included in the allocation base for computing the overhead rate. Consequently, all such labor should have the overhead rate applied to it for pricing and costing purposes. Direct labor does not include temporary staff obtained through an outside service provider. Those costs are treated as other direct costs and are charged to projects as incurred (see Note 8).

Amec Foster Wheeler Environment & Infrastructure, Inc.

Notes to Schedule

Note 5. Description of Labor Related Costs (Continued)

Paid time off: Paid time off (PTO) is recorded in the Schedule. Employees who are regularly scheduled to work a minimum of 24 hours per week (full-time) are eligible to accrue PTO beginning on their date of hire. Upon termination of full-time employment, the Company will pay the terminated employee any accrued but unused PTO balances.

Paid overtime and uncompensated overtime: Premium overtime for indirect labor is recorded in the Schedule. Premium overtime for direct labor is recorded as a direct charge to the project. Uncompensated overtime for exempt employees, which was $3,957,632 for the year ended December 31, 2016, is accumulated in a separate general ledger account and applied as a credit to the overhead pool. Amec Foster Wheeler's employees are required to report all hours worked on their weekly timesheets regardless of pay type.

Prevailing wage and union contracts: Prevailing wages are defined as those determinations set forth by the federal and state agencies to include the Davis Bacon Act, Service Contract Act, Union wage arrangements, Project Labor Agreements and various state programs.

When the prevailing wage rate is applicable, the corresponding overtime premium is included in the direct labor pool, not overhead. Amec Foster Wheeler pays the prevailing wage rate, in full, directly to the employee. The delta between the employee's regular rate of pay and the prevailing wage rate is treated as direct labor cost in Amec Foster Wheeler's accounting system. Amec Foster Wheeler performs a calculation of the value of qualified company paid benefits, if any, that the employee chooses to receive and directly pays the employee the difference. Any company paid fringe benefits that the employee chooses are included as an indirect cost in fringe benefits, however the delta between the value of the qualified company paid fringe benefits and the prevailing wage fringe benefit rate is included as a direct labor cost. Since both delta amounts (wage and fringe benefits) are included as direct labor and are in the allocation base for computing the overhead rate, the indirect cost rate should be applied to all direct labor, including prevailing wage delta base and delta fringe hourly cash equivalent.

Highly compensated employees/officers/owners: The reasonableness of executive compensation was evaluated for compliance with FAR 31.205-6. It is Amec Foster Wheeler's policy to pay competitive salaries and maintain appropriate internal salary equity in order to attract and retain quality employees. Actual salaries should generally fall within an established salary range for the job performed. As part of the evaluation, a range of $239,000 to $487,000 was used to determine the reasonableness of compensation. This range was developed from survey data collected from other engineering firms, and the amount within the range used to determine the reasonableness of compensation was determined by each employee's position within Amec Foster Wheeler. A total of $223,855 in compensation was deemed to be in excess of reasonable limits for the year ended December 31, 2016.

Salaries may differ among employees who perform similar jobs, depending upon individual job performance, education and experience, area of specialization, and geographic location. Amec Foster Wheeler monitors salaries and benefits both nationally and within its industry using published surveys. The Company also monitors benefit costs, salary structure, and average merit increase projections, as well as national and regional salary information. Surveys used by the Company include the *2016 Executive & Senior Management Total Compensation Survey*, conducted by Pearl Meyer & Partners, the *Executive Compensation Survey,* conducted by FMI, Inc., and the *EFCG Compensation Survey*, conducted by the Environmental Financial Consulting Group.

Note 5. Description of Labor Related Costs (Continued)

As part of the annual merit planning process, survey data is aged in order to more accurately determine current salaries within the Company's industry, as there is always some lag time between when survey data is collected and a survey is published. Salary range control points are set based on a variety of factors, including salary survey data from companies of similar staff size, industry, revenue, and geographic factors. Amec Foster Wheeler's salary program is based on both national and industry-specific salary structure and merit budget survey projections, as well as the Company's current and projected financial position.

Pension plan and deferred compensation plan: Amec Foster Wheeler sponsors a defined benefit pension plan and a defined contribution retirement plan, which meet the requirements detailed in FAR 31.205-6(j) and (k).

In relation to Amec Foster Wheeler's noncontributory, defined benefit pension plan, the Company's funding policy is to contribute amounts annually to the plan sufficient to meet minimum funding requirements as set forth in the Employee Retirement Income Security Act of 1974, plus additional amounts, if any, as may be determined to be appropriate by Amec Foster Wheeler's management. Pension expense is recorded in accordance with accounting principles generally accepted in the United States of America.

In relation to Amec Foster Wheeler's defined contribution retirement plan under section 401(k) of the Internal Revenue Code, the Company makes matching cash contributions of 100 percent for the first 5 percent contributed by the eligible employee on a pretax basis. Vesting occurs immediately and employees may enroll on their first day of employment.

Contract labor: Amec Foster Wheeler uses contract labor for engineering related and general and administrative services. Contract labor used for engineering related services is considered to be a direct cost item and is, therefore, included in other direct costs and is charged to projects as incurred (see Note 8). Contract labor used for general and administrative services is included in the overhead cost pool.

Note 6. Description of Depreciation and Leasing Policies

Certain assets are purchased and depreciated, while others are leased and considered operating leases, and the annual lease costs are included in the overhead pool. The depreciation reflected on the Schedule is presented in accordance with accounting principles generally accepted in the United States of America and is allowable under FAR 31.205-11(e).

Note 7. Owned and Leased Equipment

Various items of Amec Foster Wheeler owned or leased equipment, including trucks and field equipment, are billed to customers through unit pricing. Costs associated with the equipment are accumulated in cost pools (direct project accounts) and allocated to benefitting projects based on usage.

Note 8. Direct Costs

Amec Foster Wheeler maintains a job-order cost accounting system for the recording and accumulation of costs incurred under its contracts. Direct costs primarily billed to contracts include labor, outside vendor costs, employee expenses for travel (including airfare, lodging, and meals) and subcontractor costs. Direct costs incurred in providing services billed to clients at unit rates or on the basis of a published fee schedule are charged by functional accounts and accumulated as a single project or grouping to allow segregation of such costs from other costs. Each project is assigned a job number so that costs may be segregated and accumulated in Amec Foster Wheeler's job-order cost accounting system.

Amec Foster Wheeler Environment & Infrastructure, Inc.

Notes to Schedule

Note 9. Related Party Transactions

Amec Foster Wheeler pays a management fee to various entities owned by Amec Foster Wheeler plc. A management fee of $22,758,632 for the year ended December 31, 2016 is included in intercompany charges, net in the Schedule. Amec Foster Wheeler charges a management fee to Amec Foster Wheeler Americas Limited, which is a Canadian subsidiary of Amec Foster Wheeler plc. Management fee income of $4,000,000 for the year ended December 31, 2016 is included in intercompany charges, net in the Schedule. Amec Foster Wheeler is allocated a corporate charge for debt forgiveness, which was $813,434 for the year ended December 31, 2016 and is included in intercompany charges, net in the Schedule. These intercompany amounts are considered to be 100 percent unallowable for the year ended December 31, 2016.

Amec Foster Wheeler incurred an intercompany charge for IT expenses, which was $14,678,531 for the year ended December 31, 2016 and is included in computer/software costs in the Schedule. Amec Foster Wheeler incurred an intercompany charge for insurance premiums paid on behalf of Amec Foster Wheeler, which was $3,440,721 for the year ended December 31, 2016 and is included in insurance in the Schedule. These intercompany charges are considered to be 100 percent allowable for the year ended December 31, 2016.

RSM US LLP

Independent Auditor's Report on Internal Control and Compliance

Board of Directors
Amec Foster Wheeler Environment & Infrastructure, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Controller General of the United States, the Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rate) Costs (Schedule) of Amec Foster Wheeler Environment & Infrastructure, Inc. (Company) for the year ended December 31, 2016 and the related notes to the Schedule and have issued our report thereon dated May 16, 2017, which contains a paragraph that the Schedule was prepared in accordance with accounting practices prescribed by Part 31 of the *Federal Acquisitions Regulations*, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Internal Control Over Financial Reporting
In planning and performing our audit of the Schedule, we considered the Company's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the Schedule, but not for the purpose of expressing an opinion on the effectiveness of Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Company's Schedule is free from material misstatement, we performed tests of the Company's compliance with certain provisions of laws, regulations, contracts, and grant agreements including provisions of the applicable sections of the Uniform Audit and Accounting Guide of the American Association of State Highway and Transportation Officials and Part 31 of the *Federal Acquisitions Regulations*, noncompliance with which could have a direct and material effect on the determination of the amounts reported on the Schedule. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control and compliance.

Restriction on Use
Our report is intended solely for the information and the use of the Company and government agencies or other customers related to contracts employing the *Federal Acquisition Regulation* cost principles and is not intended to be, and should not be, used by anyone other than these specified parties.

RSM US LLP

Birmingham, Alabama
May 16, 2017

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached.
1. O'Neill Service Group

Agreement Number:

2018 SCHEDULE OF FEES AND CHARGES

Special Inspections and Construction Material Testing Services

A. CONCRETE LABORATORY TESTING		
1. Compression Strength Test, Each (ASTM C 39)	$	23.00
2. Compression Strength Test for Core Specimen, Each (ASTM C 42, C 513)	$	50.00
B. SHOTCRETE LABORATORY TESTING		
1. Compression Test, Three Cores Per Panel (ASTM C 1140)	$	145.00
a. Additional Cores, Each	$	55.00
C. MASONRY LABORATORY TESTING		
1. Mortar Compressive Strength Test (ASTM C 780), Each	$	23.00
2. Grout Compressive Strength Test (ASTM C 1019), Each	$	23.00
3. Prisms, Grouted or Ungrouted, 8" x 8" x 8," (ASTM E 447), Each	$	135.00
4. Masonry Units (ASTM C 140), Each	$	80.00
D. SOILS LABORATORY TESTING		
1. Grain size Analysis (ASTM C 136/C 117)	$	120.00
2. Hydrometer Analysis (ASTM D 422)	$	180.00
3. Moisture/Density Relationship (ASTM D 698, D 1557)	$	220.00
4. Moisture/Density Relationship (WSDOT T606)	$	600.00
5. Natural Moisture Content (ASTM D 2216)	$	25.00
6. Specific Gravity (ASTM D 854)	$	60.00
7. Visual Soil Classification (ASTM D 2488)	$	18.00
E. AGGREGATE LABORATORY TESTING		
1. Clay Lumps and Friable Particles (ASTM C 142)	$	75.00
2. Organic Impurities (ASTM C 40)	$	150.00
3. Fracture Face Count (WSDOT 103)	$	50.00
4. Sand Equivalent (ASTM D 2419)	$	85.00
5. Unconfined Compressive Test, Intact Rock Cores (ASTM D 2938), Each	$	75.00
6. Course Aggregate Specific Gravity (ASTM C 127)	$	60.00
7. Fine Aggregate Specific Gravity (ASTM C 128)	$	65.00
8. Aggregate Unit Weight (ASTM C 29)	$	60.00
9. LA Abrasion (ASTM C 131)	$	240.00
F. ASPHALTIC CONCRETE		
1. Rice Density (ASTM D 2041, AASHTO T 245)	$	100.00
2. Bulk Specific Gravity, Cores, 3 Specimens (ASTM D 2726, AASHTO T 166)	$	110.00
3. Asphalt Oil Content (ASTM D 6307)	$	245.00
G. OTHER MATERIALS		
1. Spray-Applied Fireproofing Dry Unit Weight (ASTM E 602)	$	60.00
2. Adhesion / Cohesion Test (ASTM E 726)	$	60.00
3. Anchor Bolt Pull Test, Two Man Crew, Per Hour (ASTM E 488)	$	150.00
4. Concrete Floor Moisture Test, Each (ASTM F 1869)	$	50.00
5. Concrete Floor Flatness and Levelness (E1155)(technician and equipment per hour)	$	175.00
H. MISCELLANEOUS		
1. Mileage/Vehicle		$55/day
2. Outside Expenses (Subsistence, equipment rental, materials, subcontract, airfare, etc.)		Cost Plus 15%

*Lab rates for nights and weekends include the above fees plus a minimum labor charge at 1.5x standard rates

2018 SCHEDULE OF FEES AND CHARGES

Labor Rates

A. MANAGEMENT / ADMINISTRATION		***rate per hour***
1. Principal	$	145.00
2. Administrator	$	60.00
B. QUALITY / INSPECTIONS		***rate per hour***
1. Construction Quality Manager	$	135.00
2. Lead Inspector / Deputy Quality Manager	$	95.00
3. Quality Inspector	$	75.00
4. QC Tester	$	65.00
5. Electrical Inspector	$	105.00
6. CWI/AWS Welding Inspector	$	85.00
7. Geotechnical Engineer	$	125.00
8. Professional Engineer	$	135.00
9. Construction Geotechnical Inspector	$	95.00
D. MISCELLANEOUS		
1. Outside Expenses (Subsistence, equipment rental, materials, subcontract, airfare, etc.)		Cost Plus 15%
2. Labor rates are 1.5x the standard rate for nights, weekends, and hours over 8 per day.		
3. Lab rates for nights and weekends include the above fees plus a minimum labor charge at 1.5x standard rates		

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Amec Foster Wheeler Environment & Infrastructure, Inc.
whose address is
4020 Lake Washington Blvd. NE, Suite 200, Kirkland, WA 98033
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Amec Foster Wheeler Environment & Infrastructure, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/13/17

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐ Agency Official

☐ Other

of the City of Des Moines , and Amec Foster Wheeler Environment & Infrastructure or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Amec Foster Wheeler Environment & Infrastructure, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/13/2017

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

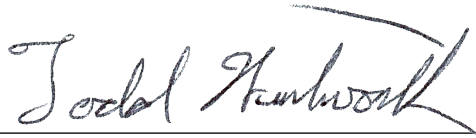
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Amec Foster Wheeler Environment & Infrastructure, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

11/13/2017

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 2018-2019 On Call Civil Engineering Svcs * are accurate, complete, and current as of 11/13/2017 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Amec Foster Wheeler Environment & Infrastructure, Inc.

Signature

Senior Associate Geotechnical Engineer

Title

Date of Execution***: 11/13/17

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Amec Foster Wheeler Environment & Infrastructure, Inc.	
Address 4020 Lake Washington Blvd. NE, Ste 200	Federal Aid Number
UBI Number 601-550-507	Federal TIN or SSN Number 91-1641772
Execution Date	Completion Date 12/31/2019
1099 Form Required ☐ Yes ☑ No	Federal Participation ☐ Yes ☑ No
Project Title 2018-2019 On-Call Civil Engineering Services	
Description of Work On-Call Civil Engineering Services	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: 1,000,000

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines ,
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges, PE, Executive MPA
Agency: City of Des Moines
Address: 21650 11th Ave. South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

If to CONSULTANT:
Name: Todd Wentworth
Agency: Amec Foster Wheeler
Address: 4020 Lake Washington Blvd NE Suite 200
City: Kirkland State: WA Zip: 98033
Email: todd.wentworth@amecfw.com
Phone: 425-368-1000
Facsimile: 425-368-1001

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges, PE, Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
	November 29, 2017
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No.

Agreement Number:

Project No.

•Historical Preservation.
•Plan review, studies and reports, development review.
•Grant preparation, value engineering (VE), and obtaining project permits.
•Construction Management and Inspections.
•Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Tack Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less then 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

•Be as accurate as possible when identifying key staff that will be assigned project work.
•Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
•Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Agreement Number:

Exhibit B
DBE Participation

DBE participation goals will be determined by each Task Assignment issued.

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Hardcopy field books, raw data, collection files, test point files (comma delineated)

B. Roadway Design Files

AutoCAD, C3D, Microsoft Office Suite

C. Computer Aided Drafting Files

AutoCAD, C3D

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have right to review all deliverables referenced in the specific scopes of work for each Task Order Assignment

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in the specific scopes of work for each Task Order Assignment

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency-furnished services and information as outlined in the specific scopes of work for each Task Order Agreement.

II. Any Other Electronic Files to Be Provided

As deemed necessary by agreement of the Agency and Consultant

III. Methods to Electronically Exchange Data

FTP, Email, and CD/DVD

A. Agency Software Suite

AutoCAD, C3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, ZIP Files, Word, Excel

Exhibit D
Prime Consultant Cost Computations

See attached.

Agreement Number:

Anticipated Billing Rates- Century West Engineering
City of Des Moines Task Order Assignments 2018

Rates shown are 2017 rates increased by 4%

Firm	Position/Title	Max Direct Labor	Indirect Labor (176.8%)	Fixed Fee (15%)	Max Total Rate	Average Rate for Classification
Century West Engineering	Project Coordinator (Admini)	$32.53	$57.51	$13.51	$103.55	$83.36
	Graphic Designer	$38.68	$68.39	$16.06	$123.13	$123.12
	Technician	$28.60	$50.56	$11.87	$91.04	$91.04
	Sr. Technician	$35.76	$63.22	$14.85	$113.83	$113.82
	Civil Designer	$33.89	$59.92	$14.07	$107.88	$107.23
	CADD Technician	$26.37	$46.62	$10.95	$83.94	$83.95
	Engineer In Training	$30.50	$53.92	$12.66	$97.09	$90.58
	Project Engineer	$36.66	$64.81	$15.22	$116.70	$112.33
	Senior Proiject Engineer	$41.50	$73.37	$17.23	$132.10	$126.86
	Staff Planner	$24.18	$42.75	$10.04	$76.97	$76.97
	Senior Planner	$53.56	$94.69	$22.24	$170.49	$170.49
	Project Manager	$54.00	$95.47	$22.42	$171.89	$149.60
	Senior Project Manager	$63.00	$111.38	$26.16	$200.54	$181.86
	Vice President	$69.85	$123.49	$29.00	$222.35	$214.95
	Principal	$75.00	$132.60	$31.14	$238.74	$238.76

OUTSIDE EXPENSES

Any outside expenses including subconsultant and subcontractor services incurred for this project by Century West Engineering will be charged at 110% of the actual cost of the expense.

IN-HOUSE EXPENSES

Equipment Expenses:

Vehicle Mileage	0.60/mile
Nuclear Density Gauge	45.00/day
	125.00/wk
	450.00/mo

Field Supplies:

Field supplies provided from stock will be charged as follows:

Stakes, Hubs, Guineas, Laths	.40/each
2-inch x 2-inch Painted Property Stake	1.50/each

Drafting Supplies and Reproduction Costs:

Drafting supplies and reproduction materials provided from stock will be charged at the following rates:

Blueline/Blackline	1.80/sheet
Vellum Cut Sheets	.50/sq. ft.
Plot	2.00/sheet
Mylar Plat Boards	7.00/each
Sepia	.50/sq. ft.
Photocopy	.05/copy
Mylar	1.50/sq. ft.

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 1, 2016

Century West Engineering Corp
5331 Macadem Avenue, Suite 207
Portland, OR 97239

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Ms. Dolly Garrick:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 176.80%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- ☐ WSDOT Agreements
- ☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Century West Engineering Corp
Indirect Cost Rate Schedule
For the Year Ended December 26, 2015

Description	Financial Statement Amount	CWECAdj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	$1,543,336				$1,543,336	100.00%
Indirect Costs:						
Fringe Benefits						
Vacation Pay	$167,675				$167,675	10.86%
Sick Pay	$39,077				$39,077	2.53%
Holiday Pay	$67,424				$67,424	4.37%
Payroll Taxes	253,820	(5,210)		A	$248,610	16.11%
Health Insurance	215,669				215,669	13.97%
Workers' Comp. Insurance	11,448				11,448	0.74%
Profit Sharing (401-k)	0				0	0.00%
Severance	0				0	0.00%
Fringe Benefit Adjustment	($1,846)				(1,846)	-0.12%
Total Fringe Benefits	$753,266	($5,210)	$0		$748,056	48.47%
General Overhead						
Indirect Labor	$319,821				$319,821	20.72%
Labor Variance (Uncomp OT)	($6,747)			I	(6,747)	-0.44%
Bid & Proposal Labor	514,758				514,758	33.35%
Advertising Labor					0	0.00%
Public Relations Labor	25,364	(25,364)		B	0	0.00%
Direct Selling Labor	0				0	0.00%
Bonus	370,350				370,350	24.00%
Rent	277,083				277,083	17.95%
Maintenance & Repairs	82,881				82,881	5.37%
Automobile	0				0	0.00%
Travel	22,602	(3,979)		C	18,623	1.21%
Travel - Meals	1,718				1,718	0.11%
Insurance	89,341	(2,033)		D	87,308	5.66%
Telephone	55,564				55,564	3.60%
Utilities	15,002				15,002	0.97%
Taxes & Licenses	120,198	(60,691)		A	59,507	3.86%
Depreciation & Amortization	39,733				39,733	2.57%
Dues & Subscriptions	7,298				7,298	0.47%
Employee Train/Recruit/Moving	13,987				13,987	0.91%
Advertising	13,339	(13,339)		E	0	0.00%
Public Relations Expense	6,744	(6,744)		E	0	0.00%
Direct Selling Expenses	51,072	(4,196)		F	46,876	3.04%
Professional Fees	45,932	(5,100)		A	40,832	2.65%
Interest	12,358	(12,358)		G	0	0.00%
Computer	0				0	0.00%
Supplies & Miscellaneous	127,345	(1,375)		H	125,970	8.16%
Total General Overhead	$2,205,742	($135,179)	$0		$2,070,563	134.16%
Total Indirect Costs & Overhead	$2,959,008	($140,389)	$0		$2,818,619	182.63%
Indirect Cost Rate (Less FCC)	191.73%	182.63%			**182.63%**	
Facilities Cost of Capital		$0			$0	0.00%
	$2,959,008	($140,389)	$0		**$2,818,619**	
Indirect Cost Rate (Includes FCC)					**182.63%**	

Century West Engineering Corp - In Process
"Indirect Cost Rate still subject to WSDOT Review"

Century West Engineering Corp Adjustments:
Century West Engineering Corp. by D Garrick

A Unallowable taxes and licenses per 48 CFR 31.205-41., $5210 Trimet Tax unallowed, $60691 Federal Taxes unallowed, Tax Preparation $5100
B Marketing Labor per 48 CFR 31.205-1, $25364
C Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per 48 CFR 31.205-46(a)(2), $666 Travel and $2188 Direct Sellin
D Key person life insurance unallowable per 48 CFR 31.205-19(e)(2)(v), $2033
E Public relations and advertising unallowable per 48 CFR 31.205-1, $6744, Public Relations, $13339 Advertising
F Entertainment unallowable per 48 CFR 31.205-14, $1126 Travel and $4196 Direct Selling
G Interest unallowable per 48 CFR 31.205-20, $12358
H Contributions unallowable per 48 CFR 31.205-8l, $1375
I Labor Variance Account to show the uncompensated overtime labor adjustment. ($6747)

Century West Engineering Corp
Indirect Cost Rate Schedule -Unaudited
For the Year Ended December 30, 2016

Description	Financial Statement Amount	CWECAdj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	1,840,905.07				1,840,905.07	100.00%
Indirect Costs:						
Fringe Benefits						
Vacation Pay	222,054.22				222,054.22	12.06%
Sick Pay	51,868.25				51,868.25	2.82%
Holiday Pay	85,364.68				85,364.68	4.64%
Payroll Taxes	213,249.68	(4,258.73)		A	208,990.95	11.35%
Health Insurance	251,106.25				251,106.25	13.64%
Workers' Comp. Insurance	7,399.07				7,399.07	0.40%
Profit Sharing (401-k)	-				-	0.00%
Severance	-				-	0.00%
Fringe Benefit Adjustment	10,340.61				10,340.61	0.56%
Total Fringe Benefits	841,382.76	(4,258.73)	-		837,124.03	45.47%
General Overhead						
Indirect Labor	420,141.16		(144,500.00)	J	275,641.16	14.97%
Labor Variance (Uncomp OT)	(32,352.03)			I	(32,352.03)	-1.76%
Bid & Proposal Labor	746,146.58		(144,500.00)	J	601,646.58	32.68%
Advertising Labor					-	0.00%
Public Relations Labor	62,494.00	(62,494.00)		B	-	0.00%
Direct Selling Labor	-				-	0.00%
Bonus	399,486.63				399,486.63	21.70%
Rent	265,500.73				265,500.73	14.42%
Maintenance & Repairs	93,670.77				93,670.77	5.09%
Automobile	-				-	0.00%
Travel	18,827.99	(6,677.58)		C,F	12,150.41	0.66%
Travel - Meals	1,474.95				1,474.95	0.08%
Insurance	88,746.06	(2,421.84)		D	86,324.22	4.69%
Telephone	61,237.38				61,237.38	3.33%
Utilities	42,333.70				42,333.70	2.30%
Taxes & Licenses	93,879.40	(50,156.17)		A	43,723.23	2.38%
Depreciation & Amortization	43,163.96				43,163.96	2.34%
Dues & Subscriptions	13,493.20				13,493.20	0.73%
Employee Train/Recruit/Moving	21,227.65				21,227.65	1.15%
Advertising	16,524.42	(16,524.42)		E	-	0.00%
Public Relations Expense	14,011.46	(14,011.46)		E	-	0.00%
Direct Selling Expenses	80,419.26	(7,906.42)		F	72,512.84	3.94%
Professional Fees	230,585.29	(6,588.51)		A	223,996.78	12.17%
Interest	5,350.39	(5,350.39)		G	-	0.00%
Computer	-				-	0.00%
Supplies & Miscellaneous	133,189.76	(1,750.00)		H	131,439.76	7.14%
Total General Overhead	2,819,552.71	(173,880.79)	(289,000.00)		2,356,671.92	128.02%
Total Indirect Costs & Overhead	3,660,935.47	(178,139.52)	(289,000.00)		3,193,795.95	173.49%
Indirect Cost Rate (Less FCC)	1.99	1.89			**1.73**	
Facilities Cost of Capital		-			-	0.00%
	3,660,935.47	(178,139.52)	(289,000.00)		**3,193,795.95**	
Indirect Cost Rate (Includes FCC)					**1.73**	

Century West Engineering Corp - In Process
"Indirect Cost Rate still subject to WSDOT Review"

Century West Engineering Corp Adjustments:

Century West Engineering Corp. by D Garrick

A Unallowable taxes and licenses per 48 CFR 31.205-41., $4259 Trimet Tax unallowed, $50001 Federal Taxes unallowed, Tax Preparation $6589, Penalties $
B Marketing Labor per 48 CFR 31.205-1, $62494
C Lodging, meal, and mileage rates in excess of federal travel regulation unallowable per 48 CFR 31.205-46(a)(2), $1110 Travel and $4101 Direct Selling
D Key person life insurance unallowable per 48 CFR 31.205-19(e)(2)(v), $2422
E Public relations and advertising unallowable per 48 CFR 31.205-1, $14011, Public Relations, $16524 Advertising
F Entertainment unallowable per 48 CFR 31.205-14, $1466 Travel and $7906 Direct Selling
G Interest unallowable per 48 CFR 31.205-20, $5350
H Contributions unallowable per 48 CFR 31.205-8l, $1750
I Labor Variance Account to show the uncompensated overtime labor adjustment. ($32352)
J Voluntary reduction to the Indirect/Direct labor for acceptable ratios ($144500)

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached.
1. O'Neill Service Group

Agreement Number:

Anticipated Billing Rates- Sub-Consultants

City of Des Moines Task Order Assignments 2018

2017 rates have been adjusted by 4% for 2018.

Firm	Position/Title	Max Direct Labor	Indirect Labor	Fixed Fee (15%)	Max Total Rate
Bright Engineers	CADD Tech I				$71.00
IDR=NA	CADD Tech III				$97.50
	Engineer In Training				$105.50
	Designer				$188.00
	Sr. Project Engineer				$210.00
	Principal				$222.00
Casseday Consulting	Traffic Analyst	$62.40	$62.56	$18.74	$143.71
IDR=100.26%	Principal	$83.20	$83.42	$24.99	$191.61
Chudgar Engineering	Project Coordinator (Admini)	$27.04	$29.74	$8.52	$65.30
IDR = 110%	Engineer In Training	$35.99	$39.59	$11.34	$86.92
	Project Engineer	$37.79	$41.57	$11.90	$91.26
	Senior Project Engineer	$42.67	$46.94	$13.44	$103.05
	Principal	$81.12	$89.23	$25.55	$195.90
CSL Consultants					
IDR=110%	Principal	$59.80	$65.78	$18.84	$144.42
Emerio Design	Survey Crew (1)	$35.00	$38.50	$11.03	$84.53
IDR=110%	Survey Crew (2)	$59.00	$64.90	$18.59	$142.49
	Survey Crew (3)	$74.00	$81.40	$23.31	$178.71
	Project Coordinator	$24.00	$26.40	$7.56	$57.96
	Designer	$30.00	$33.00	$9.45	$72.45
	CADD Tech	$25.00	$27.50	$7.88	$71.00
	Sr, Designer	$30.00	$33.00	$9.45	$97.50
	PLS	$38.00	$41.80	$11.97	$105.50
	Project Engineer	$50.00	$55.00	$15.75	$188.00
	Project Manager	$54.00	$59.40	$17.01	$210.00
	Sr. Project Manager	$63.50	$69.85	$20.00	$222.00
GeoEngineers	Associate Geotechnical Engineer	$56.25	$119.43	$26.35	$202.03
IDR=212.325	Geotechnical Engineer 1	$39.67	$84.23	$18.58	$142.48
	Staff Geotechncial Engineer 3	$34.96	$74.23	$16.38	$125.57
	Staff Geotechncial Engineer 1	$31.25	$66.35	$14.64	$112.24
	Lead Field Technician	$26.74	$56.77	$12.53	$96.04
	Administrator 3	$27.31	$57.98	$12.79	$98.09
	CAD Technician	$24.04	$51.04	$11.26	$86.34
Kirschbaum Consulting					
IDR=155.04%	Principal	$73.84	$114.48	$28.25	$216.57
Normandeau Associates	Scientist 4	$28.08	$54.01	$12.31	$94.40
IDR=192.34	Senior Scientist	$39.35	$75.69	$17.26	$132.29
	Principal	$73.94	$142.22	$32.42	$248.58
	CADD Tech III		$0.00	$0.00	$97.50
Terrell Landscape Archtiecture	Landscape Designer	$22.88	$25.17	$7.21	$55.26
IDR=1.10%	Landscape Architect	$31.72	$34.89	$9.99	$76.60
	Principal	$53.56	$58.92	$16.87	$129.35

Washington State
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310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 6, 2017

1 Alliance Geomatics
1261A - 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. Michael Paradis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 124.83%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Washington State Department of Transportation

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310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
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May 31, 2017

Casseday Consulting
9726 NE 138th Place
Kirkland, WA 98034

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Ms. Katherine Casseday:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 100.26%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

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June 22, 2016

Lei Wu, Manager
CSL Consulting, LLC
239 140th Avenue NE
Bellevue WA 98005-4728

Re: CSL Consulting, LLC
Safe Harbor Indirect Cost Rate Extension

Dear Ms. Wu:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for CSL Consulting, LLC, in July, 2014. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. CSL Consulting opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for CSL Consulting.

CSL Consulting has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to June 30, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Washington State Department of Transportation

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June 27, 2016

Samir Chudgar, President
Chudgar Engineering Company
1510 140th Ave NE, Suite 203
Bellevue, WA 98005-4572

Re: Chudgar Engineering Company
Safe Harbor Indirect Cost Rate Extension

Dear Mr. Chudgar:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Chudgar Engineering Company, in August, 2014. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate. Chudgar Engineering Company opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Chudgar Engineering Company.

Chudgar Engineering Company has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to June 30, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Washington State Department of Transportation

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March 7, 2016

Michael Terrell, Owner
Landscape Architecture, PLLC
1421 N. Meadowwood Lane, Suite 150
Liberty Lake, WA 99019-7613

Re: Landscape Architecture, PLLC
Safe Harbor Indirect Cost Rate

Dear Mr. Terrell:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Landscape Architecture, PLLC. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Landscape Architecture. The Safe Harbor rate is effective on March 7, 2016.

Landscape Architecture has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will <u>not</u> be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

November 17, 2017

Glenn Chouinard
Century West Engineering
33308 13th Place S
Federal Way, WA 98003

RE: 2018 Billing Rates

Dear Glenn:

This letter is to confirm that Bright Engineering, Inc. does not have an audited overhead rate and that we contract for services based on a negotiated hourly rate that includes direct salary, overhead and fee. The rates below are the lowest rates charged to our preferred customers, and are approved by King County for their projects. These rates are valid from 01/01/2018 until 12/31/2018.

Category	2018
Principal/Project Manager	$ 222.00
Sr. Project Engineer	$ 210.00
Engineering Design	$ 188.00
Junior Engineer	$ 105.50
CADD III	$ 97.50
CADD I	$ 71.00

All travel beyond thirty (30) miles of our office will be billed per the Washington State Department of Transportation Travel Regulation. Travel and expenses will not be billed on this project. All sub-consultant costs and direct reimbursements will be at cost with no mark-ups.

Regards,

Ade Bright, PE, SE

Washington State Department of Transportation

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Olympia, WA 98504-7300
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April 14, 2016

Neil Fernando, President
Emerio Design, LLC
8285 SW Nimbus Ave, Suite 180
Beaverton, OR 97008-0004

Re: Emerio Design, LLC
Safe Harbor Indirect Cost Rate

Dear Mr. Fernando:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the "safe harbor" indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Emerio Design, LLC. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Emerio Design. The Safe Harbor rate is effective on April 14, 2016.

Emerio Design has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to December 31, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A **SAFE HARBOR** INDIRECT COST RATE

Firm Name: **Emerio Design, LLC**

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110% of direct labor with a field rate, when applicable, of 80% of direct labor. To the best of my knowledge and belief:

a) *The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
b) *The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and prior & current indirect cost rates have been disclosed.

The firm agrees to follow the 'Path to Compliance". Steps noted below:

The Pathway must include:

- *A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- *An accounting system which separates indirect costs and direct costs*
- *An accounting system which separates allowable and unallowable cost*
- *A compliant job cost system which is general ledger driven*
- *Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- *A strong written internal control policy with a policy and procedures manual*

*Signature: Neil Fernando

*Name of Certifying Official (Print): Neil Fernando

*Title: Owner

Date of Certification (mm/dd/yyyy): 3/28/2016

*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the agreement.

Washington State Department of Transportation

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360-705-7000
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www.wsdot.wa.gov

May 17, 2017

GeoEngineers, Inc.
8410 154th Avenue NE
Redmond, WA 98052

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. McGranahan:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 212.32%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Washington State Department of Transportation

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

March 3, 2016

Normandeau Associates, Inc.
1010 Washington Street, Suite 260
Vancouver, WA 98660

Subject: Acceptance FYE 2015 ICR – CPA Report

Dear Ms. Sue Sanborn:

We have accepted your firms FYE 2015 Indirect Cost Rate (ICR) of 192.34% based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by Feeley & Driscoll, P.C. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

☒ WSDOT Agreements
☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kal

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of City of Des Moines, WA
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Century West Engineering Corporation
whose address is
33308 13th Place South, Federal Way, WA 98003
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of DesMoines, WSDOT and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Century West Engineering Corporation

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

November 28, 2017

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐ Agency Official

☐ Other

of the City of Des Moines , and Amec Foster Wheeler Environment & Infrastructure or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

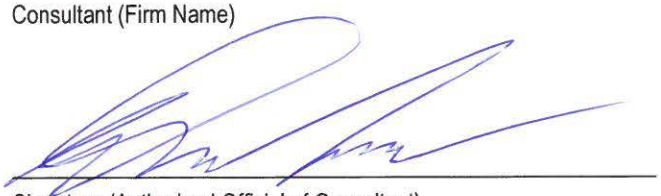
C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Century West Engineering Corporation

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

December 28, 2017

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Century West Engineering Corporation

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

November 28, 2017

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Century West Engineering Corporation * are accurate, complete, and current as of September 1, 2016 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Century West Engineering Corporation

Signature

November 28, 2017
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Exeltech Consulting, Inc.	
Address: 8729 Commerce Pl Dr NE; Lacey WA 98516	Federal Aid Number:
UBI Number: 601266522	Federal TIN or SSN Number: 91-1491880
Execution Date:	Completion Date: 12/31/2019
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☐ Yes ☑ No
Project Title: City of Des Moines 2018-2019 On-Call Civil Engineering Services	
Description of Work: On-Call Civil Engineering Services	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Total Amount Authorized: $0 Management Reserve Fund: Maximum Amount Payable: $1,000,000

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges
Agency: City of Des Moines
Address: 21650 11th Ave South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

If to CONSULTANT:
Name: Santosh Kuruvilla
Agency: Exeltech Consulting, Inc.
Address: 8729 Commerce Pl Dr NE
City: Lacey State: WA Zip: 98516
Email: Santosh@xltech.com
Phone: 360-357-8289
Facsimile: 360-357-8225

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Agreement Number:

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

11/16/2017

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No.

Agreement Number:

Exhibit A
Scope of Work

Exhibit "A"
Scope of Work
2018-2019 On-Call General Civil Engineering Services

GENERAL
The City of Des Moines (City) has selected Consultant Name Here (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Consultant Name Here agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2018 through December 31st, 2019. Consultant Name Here will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2019, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2020. No new work shall be authorized after December 31st, 2019 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent tack order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D and E, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D and E for the life of this Agreement. Overhead calculations are included in Exhibits D and E, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION
Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Tack Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less then 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Formal Task Assignment Document

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05

Exhibit B
DBE Participation

DBE Participation goals will be determined for each Task Assignment issued.

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Hard copy field books, raw data, collection files, text point files (comma delineated)

B. Roadway Design Files

AutoCAD, C3D

C. Computer Aided Drafting Files

AutoCAD, C3D

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have right to review all deliverables referenced in the specific scopes of work for each Task Order Assignment.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in the specific scopes or work for each Task Order Assignment.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency-furhished services and information as outlined in the specific scopes of work for each Task Order Assignment.

II. Any Other Electronic Files to Be Provided

As deemed necessary by agreement of the Agency and Consultant.

III. Methods to Electronically Exchange Data

FTP, Email, and CD/DVD

A. Agency Software Suite

AutoCAD, C3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, ZIP Files, Word, Excel

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit D
Prime Consultant Cost Computations
Exeltech Consulting, Inc.

Discipline or Job Title	Hourly Rate	Overhead @169.68%	Profit @ 30%	Rate Per Hour
Principal In Charge	$84.00	$142.53	$25.20	$251.73
Sr. Project Manager	$73.00	$123.87	$21.90	$218.77
Project Manager	$60.00	$101.81	$18.00	$179.81
Sr. Project Engineer	$64.00	$108.60	$19.20	$191.80
Project Engineer	$46.00	$78.05	$13.80	$137.85
Design Engineer	$35.00	$59.39	$10.50	$104.89
Envrionmental Planner	$56.00	$95.02	$16.80	$167.82
CADD Tech	$38.00	$64.48	$11.40	$113.88
Construction Manager/RE	$63.00	$106.90	$18.90	$188.80
Construction Inspector	$52.00	$88.23	$15.60	$155.83
Office Engineer	$47.00	$79.75	$14.10	$140.85
Administration	$46.00	$78.05	$13.80	$137.85

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit E
Sub-Consultant Cost Computations
Fehr & Peers

Discipline or Job Title	Max Hourly Rate	Overhead @176.04%	Profit @ 30%	Rate Per Hour
Principal I - III	$ 102.72	$180.83	$30.82	$314.36
Senior Associate I - II	$ 85.91	$151.24	$25.77	$262.92
Associate I - II	$ 63.27	$111.38	$18.98	$193.63
Senior Engineer Planner I - III	$ 55.04	$96.89	$16.51	$168.45
Engineer/Planner I-III	$ 43.73	$76.98	$13.12	$133.83
Senior Engineering Technician I - V	$ 57.62	$101.43	$17.29	$176.34
Technician I - III	$ 36.38	$64.04	$10.91	$111.34
Intern	$ 33.44	$58.86	$10.03	$102.33
Sr. Administrative Assistant I-IV	$ 43.75	$77.02	$13.13	$133.90
Administrative Assistant I - III	$ 30.87	$54.34	$9.26	$94.47

Exhibit E
Sub-Consultant Cost Computations
KPG Landscape Architecture and Urban Design

Discipline or Job Title	Hourly Rate	Overhead @138.02%	Profit @ 30%	Rate Per Hour
Senior Landscape Architect	$54.57	$96.68	$16.37	$167.62
Landscape Architect	$41.35	$73.26	$12.41	$127.01
Landscape Technician	$27.88	$49.39	$8.36	$85.64
Cad Technician	$38.94	$68.99	$11.68	$119.61
Administration	$32.21	$57.06	$9.66	$98.94
Project Surveyor	$47.12	$83.48	$14.14	$144.73
Survey Technician	$42.07	$74.53	$12.62	$129.22
Survey Party Chief	$36.66	$64.95	$11.00	$112.60
Survey Chainman	$33.29	$58.98	$9.99	$102.25

Exhibit E
Sub-Consultant Cost Computations
Mott MacDonald

Discipline or Job Title	Hourly Rate	Overhead @160.37%	Profit @ 30%	Rate Per Hour
Principal Engineer	$86.92	$139.39	$26.08	$252.39
Senior Engineer	$65.98	$105.81	$19.79	$191.59
Project Manager	$60.20	$96.54	$18.06	$174.80
Engineer V	$53.27	$85.43	$15.98	$154.68
Engineer IV	$50.29	$80.65	$15.09	$146.03
Project Engineer	$48.73	$78.15	$14.62	$141.50
Engineer III	$42.55	$68.24	$12.77	$123.55
Engineer II	$36.43	$58.42	$10.93	$105.78
CAD	$36.36	$58.31	$10.91	$105.58
Admin	$31.16	$49.97	$9.35	$90.48

Exhibit E
Sub-Consultant Cost Computations
Shannon & Wilson, Inc.

Discipline or Job Title	2018 Hourly Rate	Overhead @190.27%	Profit @ 30%	Rate Per Hour
Vice President	$72.05	$137.09	$21.62	$230.76
Senior Associate	$63.24	$120.33	$18.97	$202.54
Associate	$50.60	$96.28	$15.18	$162.06
Senior Professional III	$46.44	$88.36	$13.93	$148.74
Senior Professional II	$42.47	$80.81	$12.74	$136.03
Senior Professional I	$38.26	$72.80	$11.48	$122.54
Professional IV	$36.87	$70.14	$11.06	$118.07
Professional III	$32.33	$61.51	$9.70	$103.54
Professional II	$30.95	$58.90	$9.29	$99.14
Professional I	$26.25	$49.95	$7.88	$84.07
Sr. Technical Services	$35.49	$67.53	$10.65	$113.66
Technician Services	$27.26	$51.86	$8.18	$87.30
Sr. Office Services	$29.79	$56.68	$8.94	$95.40
Office Services	$21.00	$39.96	$6.30	$67.26

Exhibit E
Sub-Consultant Cost Computations
Universal Field Services, Inc.

Discipline or Job Title	Hourly Rate	Overhead @ 52.31%	Profit @ 30%	Rate Per Hour
Project Oversight - QA/QC	$58.20	$30.44	$17.46	$106.10
Project Manager	$50.00	$26.16	$15.00	$91.16
Senior Acquisition Specialist	$44.50	$23.28	$13.35	$81.13
Senior Relocation Specialist	$44.50	$23.28	$13.35	$81.13
Acquisition Specialist	$38.00	$19.88	$11.40	$69.28
Relocation Specialist	$38.00	$19.88	$11.40	$69.28
Title / Escrow Specialist	$31.00	$16.22	$9.30	$56.52
Senior Administrative Specialist	$27.00	$14.12	$8.10	$49.22

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 12, 2017

Exeltech Consulting, Inc.
8729 Commerce Place Drive, Suite A
Lacey, WA 98516

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Ms. Michelle Rhodes:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 169.68%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 27, 2016

Universal Field Services
6737 S. 85th East Avenue
Tulsa, OK 74133

Subject: Acceptance FYE 2016 ICR – Cognizant Review

Dear Mr. Mitch Legel:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 52.31% based on the "Cognizant Review" from Stanfield & O'Dell. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 14, 2017

Shannon & Wilson, Inc.
400 N. 34th Street, Suite 100
Seattle, WA 98103

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Ms. Noelani Bevill:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 190.27% based on the "Independent CPA Report," prepared by CPA Consulting, Inc.. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Certification of Final Indirect Costs

Firm Name: Shannon & Wilson, Inc.

Indirect Cost Rate Proposal: 190.267%

Date of Proposal Preparation (mm/dd/yyyy): 5/19/2017

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2016 - 12/31/2016

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:

Name of Certifying Official* (Print): Hollie L. Ellis

Title: SR Vice President

Date of Certification (mm/dd/yyyy): 5/24/17

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 22, 2017

Mott MacDonald Group, Inc.
4301 Hacienda Drive, Suite 300
Plesanton, CA 94588

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Mr. J. Craig Velasquez:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) for contracts in effect prior to June 24, 2014 for Home 160.37%, Field 137.91 %, Home Part Time 114.63% and Field Part Time 92.17% and for contracts awarded on or after June 24, 2014 for Home 160.16%, Field 137.70% , Home Part Time 114.42% and Field Part Time 91.96% based on the "Independent CPA Report," prepared by Mah & Associates. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 10, 2017

KPG, Inc.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Ms. Susan Rowe:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 138.02%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 21, 2017

Fehr & Peers
100 Pringle Avenue, Suite 600
Walnut Creek, CA 94596

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Ms. Marion Donnolly:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 176.04%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of _Agency Official _____
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Exeltech Consulting, Inc.
whose address is
8729 Commerce Pl Dr NE; Lacey, WA 98516
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/16/2017

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☑ Agency Official

☐ Other

of the City of Des Moines , and Exeltech Consulting, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/16/2017

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/16/2017

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 2018-2019 On Call Civil Engineering Serv. * are accurate, complete, and current as of November 13, 2017 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Exeltech Consulting, Inc.

Signature

President

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): GeoDesign, Inc.	
Address 10700 Meridian Ave. N., #402	Federal Aid Number
UBI Number 601 913 559	Federal TIN or SSN Number 91-1780825
Execution Date	Completion Date December 31, 2019
1099 Form Required ☐ Yes ☑ No	Federal Participation ☐ Yes ☑ No
Project Title City Des Moines 2018-2019 On-Call Engineering Services	
Description of Work Provide On-Call Engineering Services as requested.	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Total Amount Authorized: 0 Management Reserve Fund: Maximum Amount Payable: 1,000,000

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines , hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges, P.E., Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

If to CONSULTANT:
Name: GeoAccounting
Agency: GeoDesign, Inc.
Address: 9450 SW Commerce Circle, Ste. 300
City: Wilsonville State: OR Zip: 97070
Email: geoaccounting@geodesigninc.com
Phone: 503-726-3180
Facsimile: 503-968-3068

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges, P.E., Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date: November 13, 2017
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit "A" Project No.
Scope of Work
2018-2019 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected **GeoDesign, Inc.** (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks.

GeoDesign, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2018 through December 31st, 2019. **GeoDesign, Inc.** will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2019, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2020. No new work shall be authorized after December 31st, 2019 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent tack order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D and E, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D and E for the life of this Agreement. Overhead calculations are included in Exhibits D and E, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

Agreement Number:

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Tack Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less then 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit B
DBE Participation

DBE Participation goals will be determined for each Task Assignment issued.

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Hardcopy field books, raw data, collection files, test point files (comma delineated)

B. Roadway Design Files

AutoCAD, C3D

C. Computer Aided Drafting Files

AutoCAD, C3D

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have right to review all deliverables referenced in the specific scopes of work for each Task Order Assignment

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in the specific scopes of work for each Task Order Assignment

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency-furnished services and information as outlined in the specific scopes of work for each Task Order Agreement.

II. Any Other Electronic Files to Be Provided

As deemed necessary by agreement of the Agency and Consultant

III. Methods to Electronically Exchange Data

FTP, Email, and CD/DVD

A. Agency Software Suite

AutoCAD, C3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, ZIP Files, Word, Excel

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 18, 2017

GeoDesign, Inc.
9450 SW Commerce Circle, Suite 300
Wilsonville, OR 97070

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. Randy Homes:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 163.66%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

GeoDesign, Inc. FEE SUMMARY

Project: City of Des Moines
Job No. CDesMoines-0-01

Date 11/13/2017

Standard Schedule (SS) or Direct Salary Cost (DSC)	DSC
Labor Rate Z- Direct Salary Cost (DSC)	
GeoDesign OH Rate, if DSC calculation is used	163.66%
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

Fixed Fee 30.00%

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet

SCOPE:

PROJECT PHASES OR TASKS

	CLASSIFICATION	Task	Task	Task	Task	Total Hours	Labor Rate	Cost
1.	Principal						$66.03	
2.	Senior Associate						$56.67	
3.	Associate						$52.88	
4.	Senior Project Manager						$45.00	
5.	Project Manager II						$40.87	
6.	Project Manager I						$34.13	
9.	Technical Speicalist I						$33.41	
10.	Staff III						$32.69	
11.	Staff II						$32.50	
12.	Staff I						$26.92	
13.	Sr Tech						$31.73	
14.	CAD						$32.68	
15.	Tech II						$23.00	
16.	Tech I						$23.00	
17.	Senior Project Assistant						$27.94	
18.	Proj Assistant						$27.05	
19.	Support Staff						$24.82	

SUBTOTAL - Labor
OVERHEAD (OH) COST (Including Salary Additives)
FIXED FEE (FF):
= Fixed Fee x (DSC) or 30% x ($00.00)

SUBTOTAL LABOR

EQUIPMENT	Task	Task	Task	Task	Unit	Rate	Extended
VEHICLE - GeoDesign - 1					Day	$21.00	
VEHICLE - Mileage					Mile	$0.575	
INSTRUMENT - GEO - FWD ONLY					Day	$1,780.00	
COMPUTER SOFTWARE - ARC GIS					Hour	$16.00	
INSTRUMENT - GEO - Digital Camera					Day	$11.00	
SURVEY - GPS - Differential					Day	$100.00	
INSTRUMENT - GEO - VWP & Minilogger					Each	$1,100.00	
INSTRUMENT - GEO - VWP - Datalogger Recording for VWP					Day	$10.00	
-					-		

SUBTOTAL EQUIPMENT

REIMBURSABLES:	Task	Task	Task	Task	Unit	Rate	Extended
Reproduction - Copy (B&W)					each	$0.12	
Reproduction - Copy (COLOR) 11 x 17						$1.50	
Find Rate Subsistence					day	$185.00	
-							
-							

SUBTOTAL REIMBURSABLES

LABORATORY TESTING:	Task	Task	Task	Task	Unit	Rate	Extended
Moisture - Oven					ea	$28	
Particle Size Analysis Percent passing #200					ea	$87	
Particle Size Analysis ASTM C136					ea	$139	
CEC					ea	$105	
Organic Content					ea	$93	
-							

SUBTOTAL LABORATORY

GeoDesign Charges SubTotal

SUBCONTRACTORS (include tax when applicable)	Task	Task	Task	Task	SUBTOTAL	HC	Extended
Drilling and Coring							
Test Pits and PIT Contractor							
Traffic Control							
Utility Locate							
Traffic Counts							

SUBTOTAL SUBCONSULTANTS incl HC

ACTUAL SUBTOTAL BY PHASE incl HC

ROUNDED UP SUBTOTAL BY PHASE incl HC

TOTAL - ESTIMATED FEE

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
GeoDesign, Inc.
whose address is
10700 Meridian Ave. N. #402
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Des Moines
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

GeoDesign, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

November 13, 2017

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☑

☐ Other

of the City of Des Moines , and GeoDesign, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

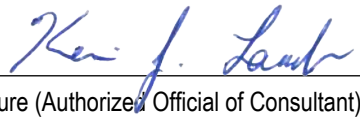
C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

GeoDesign, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

November 13, 2017

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

GeoDesign, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

November 13, 2017

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 2018-2019 On-Call Engr. Services * are accurate, complete, and current as of November 13, 2017 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: GeoDesign, Inc.

Signature

Principal

Title

Date of Execution***: November 13, 2017

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): HWA GeoSciences Inc.	
Address 21312 30th Drive SE Suite 110 Bothell, WA 98021	Federal Aid Number
UBI Number 600404388	Federal TIN or SSN Number 911142610
Execution Date	Completion Date December 31, 2019
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No
Project Title 2018 - 2019 On Call General Civil Engineering (Geotechnical)	
Description of Work On-call civil engineering services	
☐ Yes ☒ No DBE Participation ☐ Yes ☒ No MBE Participation ☐ Yes ☒ No WBE Participation ☐ Yes ☒ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: $1,000,000

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges, P.E. Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206.870.6568
Facsimile: 206.870.6596

If to CONSULTANT:
Name: Kris Purrier
Agency: HWA GeoSciences Inc.
Address: 21312 30th Dr. SE Suite 110
City: Bothell State: WA Zip: 98021
Email: kpurrier@hwageo.com
Phone: 425.774.0106
Facsimile: 425.774.2714

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges P.E. Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206.870.6568
Facsimile: 206.870.6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	November 6, 2017 Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05

Exhibit "A"
Scope of Work
2018-2019 On-Call General Civil Engineering Services

GENERAL
The City of Des Moines (City) has selected HWA GeoSciences Inc.(Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. HWA GeoSciences Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2018 through December 31st, 2019. HWA GeoSciences Inc.will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2019, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2020. No new work shall be authorized after December 31st, 2019 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent tack order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D and E, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D and E for the life of this Agreement. Overhead calculations are included in Exhibits D and E, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION
Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Tack Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less then 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit B
DBE Participation

DBE participation goals will be determined for each task assignment issues.

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Determined by individual task assignments.

B. Roadway Design Files

Determined by individual task assignments.

C. Computer Aided Drafting Files

Determined by individual task assignments

D. Specify the Agency's Right to Review Product with the Consultant
Determined by individual task assignments.

E. Specify the Electronic Deliverables to Be Provided to the Agency
Determined by individual task assignments

F. Specify What Agency Furnished Services and Information Is to Be Provided
Determined by individual task assignments

II. Any Other Electronic Files to Be Provided

Determined by individual task assignments.

III. Methods to Electronically Exchange Data

Determined by individual task assignments

A. Agency Software Suite
Determined by individual task assignments

B. Electronic Messaging System
Determined by individual task assignments

C. File Transfers Format
Determined by individual task assignments.

Exhibit D
Prime Consultant Cost Computations

See attached HWA WSDOT ICR Acceptance Letter

HWA GEOSCIENCES INC.

2018 HOURLY AND BILLING RATES
(Effective 01/01/2018)

EMPLOYEE	TITLE	HOURLY RATE		Overhead 1.9781	Fixed Fee 30.00%	Billing Rate
Sa Hong	Principal IX	$84.62	*	$167.39	$25.39	$277.39
Ralph Boirum	Principal IX	$84.62	*	$167.39	$25.39	$277.39
Arnie Sugar	Principal VIII	$76.00		$150.34	$22.80	$249.14
Steve Greene	Geologist VII	$64.00		$126.60	$19.20	$209.80
Bryan Hawkins	Geotechnical Engineer VI	$60.00		$118.69	$18.00	$196.69
Donald Huling	Geotechnical Engineer VI	$63.00		$124.62	$18.90	$206.52
JoLyn Gillie	Geotechnical Engineer IV	$58.00		$114.73	$17.40	$190.13
Dila Saidin	Geotechnical Engineer IV	$45.67		$90.34	$13.70	$149.71
Zakeyo Ngoma	Geotechnical Engineer IV	$44.00		$87.04	$13.20	$144.24
Norm Nielsen	Hydrogeologist VI	$40.00		$79.12	$12.00	$131.12
Sandybell Brodahl	Geotechnical Engineer III	$46.00		$90.99	$13.80	$150.79
Brian Menz	CAD	$38.00		$75.17	$11.40	$124.57
Nicole Kapise	Geologist IV	$36.50		$72.20	$10.95	$119.65
Brad Thurber	Geologist V	$40.00		$79.12	$12.00	$131.12
Ali Sirjani	Geotechnical Engineer I	$36.00		$71.21	$10.80	$118.01
Sara Khandaker	Geotechnical Engineer I	$32.69		$64.66	$9.81	$107.16
Shane Miller	Geotechnical Engineer I	$32.69		$64.66	$9.81	$107.16
Vasiliy Babko	Contracts Administrator	$34.00		$67.26	$10.20	$111.46
Steve Wright	Lab/Field Technician III	$35.00		$69.23	$10.50	$114.73
Collin Balha	Lab/Field Technician II	$31.00		$61.32	$9.30	$101.62
Daniel Walton	Lab/Field Technician II	$28.00		$55.39	$8.40	$91.79
Bret Salazar	Geologist II	$33.00		$65.28	$9.90	$108.18
Seth Pemble	Geologist I	$28.75		$56.87	$8.63	$94.25
Greg Krankurs	Geologist I	$28.00		$55.39	$8.40	$91.79
Austin York	Geologist I	$26.00		$51.43	$7.80	$85.23
Vincent Oskierko	Geologist I	$25.00		$49.45	$7.50	$81.95
Christiana Fisk	Administrative Support	$23.00		$45.50	$6.90	$75.40
Noel White	Lab/Field Technician I	$16.00		$31.65	$4.80	$52.45

Notes: * Represents Capped Billing Rate

Print date: 11/7/2017

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 13, 2017

HWA GeoSciences Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Vasiliy Babko:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 197.81%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2016

Description	Financial Stmt Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	$ 936,360	$ -		$ 936,360	
INDIRECT COSTS					
Fringe Benefits:					
Personal paid leave	$ 173,944	$ -		$ 173,944	
Incentive compensation	200	-		200	
401(k) plan	40,633	-		40,633	
Employee group insurance	162,311	-		162,311	
Payroll taxes	135,207	(4,506)	(1)	130,701	
Workers compensation	5,595	2,356	(2)	7,951	
Other employee benefits	5,150	-		5,150	
Total Fringe Benefits	$ 523,040	$ (2,150)		$ 520,890	55.63%
General Overhead:					
Indirect labor	$ 599,190	$ (58,898)	(3)(4)	$ 540,292	
Automobile	12,490	-		12,490	
Bad debt	(758)	758	(5)	-	
Bank charges and processing fees	2,401	-		2,401	
Bid and proposals	48,914	-		48,914	
Business development	56,694	(52,931)	(3)(6)	3,763	
Contributions	817	(817)	(7)	-	
Depreciation and amortization	33,666	-		33,666	
Dues and professional licenses	6,727	-		6,727	
Insurance	95,903	-		95,903	
Interest expense	1,596	(1,596)	(8)	-	
Meals expense	8,199	(1,039)	(9)(10)	7,160	
Office supplies and postage	31,569	-		31,569	
Professional services	48,429	-		48,429	
Recruitment expense	40,080	-		40,080	
Rent and utilities	264,125	-		264,125	
Repairs and maintenance	10,560	-		10,560	
Seminars and professional education	22,637	-		22,637	
Supplies	14,256	-		14,256	
Taxes and licenses	22,760	35,998	(11)	58,758	
Telecommunications	104,748	(38)	(12)	104,710	
Travel	20,259	(1,438)	(6)(13)	18,821	
Recovery Accounts	(15,320)	(21,608)	(14)	(36,928)	
Total General Overhead	$ 1,429,942	$ (101,609)		$ 1,328,333	141.86%
Total Indirect Costs	$ 1,952,982	$ (103,759)		$ 1,849,223	197.49%
Facilities Capital Cost of Money (FCCM)				$ 2,992	0.32%

See accompanying independent auditors' report and notes.

HWA GEOSCIENCES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED DECEMBER 31, 2016

(1) 31.201-6 (a) - Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.

(2) 31.201-2 (d) Determining allowability - Documentation adequate to demonstrate that costs have been incurred are allowable.

(3) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.

(4) 31.205-27 (a) (2) Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.

(5) 31.205-3 Bad debts - Bad debts, including actual or estimated losses arising from uncollectible accounts receivable due from customers and other claims, and any directly associated costs such as collection costs, and legal costs are unallowable; therefore, the credit has been added back to the overhead pool.

(6) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.

(7) 31.205-8 Contributions or donations - Contributions or donations are unallowable.

(8) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.

(9) 31.205-51 The costs of alcoholic beverages is unallowable.

(10) 31.201-3 (b) (1) - Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.

(11) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable; therefore, the credit has been added back to the overhead pool.

(12) 31.205-15 Fine, penalties, and mischarging costs - Costs of fines and penalties are unallowable.

(13) 31.205-46 (a) (2) - Travel costs – Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.

(14) 31.201-1 (a) Composition of total costs - Costs unrelated to labor based contracts should be eliminated from overhead calculation.

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G
Certification Documents

Exhibit G-1(a) Certification of Consultant

Exhibit G-1(b) Certification of Agency Official

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HWA GeoSciences Inc.
whose address is
21312 30th Dr. SE Suite 110 Bothell, WA 98021
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

HWA GeoSciences Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

November 6, 2017

Date

Agreement Number:

237

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐ Agency Official

☐ Other

of the City of Des Moines , and HWA GeoSciences Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

HWA GeoSciences Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

November 6, 2017

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

HWA GeoSciences Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

November 6, 2017

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of HWA GeoSciences Inc. * are accurate, complete, and current as of November 6, 2017 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

K Purier

Signature

President

Title

Date of Execution***: November 6, 2017

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $NA .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $NA .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $NA .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): KPFF Consulting Engineers	
Address: 1601 Fifth Avenue So., Suite 1600	Federal Aid Number:
UBI Number: 578-063-612	Federal TIN or SSN Number: 91-0755897
Execution Date:	Completion Date: 12/31/2019
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☐ Yes ☑ No
Project Title: 2018-2019 On-Call Civil Engineering Services	
Description of Work: On-call engineering services as requested on a task order basis.	

☐ Yes	☑ No DBE Participation	Total Amount Authorized:
☐ Yes	☑ No MBE Participation	Management Reserve Fund:
☐ Yes	☑ No WBE Participation	Maximum Amount Payable: $1,000,000.00
☐ Yes	☑ No SBE Participation	

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges, P.E., Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

If to CONSULTANT:
Name: Justin Matthews, PE, ENV SP
Agency: KPFF Consulting Engineers
Address: 1601 Fifth Avenue So., Suite 1600
City: Seattle State: WA Zip: 98101
Email: justin.matthews@kpff.com
Phone: 206-926-0478
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."

5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges, P.E., Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date 11/14/17
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No.

See following Exhibit A

Agreement Number:

Exhibit "A"
Scope of Work
2018-2019 On-Call General Civil Engineering Services

GENERAL
The City of Des Moines (City) has selected Consultant Name Here (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Consultant Name Here agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2018 through December 31st, 2019. Consultant Name Here will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2019, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2020. No new work shall be authorized after December 31st, 2019 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent tack order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D and E, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D and E for the life of this Agreement. Overhead calculations are included in Exhibits D and E, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION
Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Tack Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less then 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Formal Task Assignment Document

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05

Exhibit B
DBE Participation

• Katherine G Casseday, dba Casseday Consulting is certified through OMWBE as DBE, WBE and SBE, certification # D2F0021042.

• DBE participation goals will be determined for each Task Assignment issued.

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

See attached Exhibit A - Scope of Work

B. Roadway Design Files

See attached Exhibit A - Scope of Work

C. Computer Aided Drafting Files

See attached Exhibit A - Scope of Work

D. Specify the Agency's Right to Review Product with the Consultant

See attached Exhibit A - Scope of Work

E. Specify the Electronic Deliverables to Be Provided to the Agency

See attached Exhibit A - Scope of Work

F. Specify What Agency Furnished Services and Information Is to Be Provided

See attached Exhibit A - Scope of Work

II. Any Other Electronic Files to Be Provided

See attached Exhibit A - Scope of Work

III. Methods to Electronically Exchange Data

See attached Exhibit A - Scope of Work

A. Agency Software Suite

See attached Exhibit A - Scope of Work

B. Electronic Messaging System

See attached Exhibit A - Scope of Work

C. File Transfers Format

See attached Exhibit A - Scope of Work

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Agreement Number:

Exhibit D

KPFF Consulting Engineers
Min/Max Rates for Billing Classification
2017-2018 On-Call Civil Engineering Services

Employee Class	Direct Labor Rate		Overhead 136.25%		Fixed Fee 30% on Direct Labor		Billing Rate	
	Min	Max	Min	Max	Min	Max	Min	Max
Technical Specialist	$ 95.00	$ 98.80	$ 129.44	$ 134.62	$ 28.50	$ 29.64	$ 252.94	$ 263.06
Director	$ 81.93	$ 87.98	$ 111.63	$ 119.87	$ 24.58	$ 26.39	$ 218.14	$ 234.25
Project Manager	$ 65.77	$ 75.00	$ 89.61	$ 102.19	$ 19.73	$ 22.50	$ 175.11	$ 199.69
Principal	$ 62.50	$ 72.12	$ 85.16	$ 98.26	$ 18.75	$ 21.64	$ 166.41	$ 192.02
Senior Engineer	$ 47.89	$ 71.41	$ 65.25	$ 97.30	$ 14.37	$ 21.42	$ 127.51	$ 190.13
Planner	$ 42.12	$ 45.00	$ 57.39	$ 61.31	$ 12.64	$ 13.50	$ 112.14	$ 119.81
Surveyor	$ 29.25	$ 47.00	$ 39.85	$ 64.04	$ 8.78	$ 14.10	$ 77.88	$ 125.14
Senior CAD Tech	$ 41.54	$ 47.00	$ 56.60	$ 64.04	$ 12.46	$ 14.10	$ 110.60	$ 125.14
CAD Tech	$ 25.47	$ 42.00	$ 34.70	$ 57.23	$ 7.64	$ 12.60	$ 67.81	$ 111.83
Project Coordinator	$ 23.66	$ 38.00	$ 32.24	$ 51.78	$ 7.10	$ 11.40	$ 62.99	$ 101.18
Project Engineer	$ 23.65	$ 46.00	$ 32.22	$ 62.68	$ 7.10	$ 13.80	$ 62.97	$ 122.48
Administration	$ 17.50	$ 25.00	$ 23.84	$ 34.06	$ 5.25	$ 7.50	$ 46.59	$ 66.56

Exhibit D

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

October 25, 2017

Marci Monroe-Jones, VP of Finance
KPFF, Inc.
1601 Fifth Ave, Ste 1600
Seattle, WA 98101-3665

Dear Ms. Monroe-Jones:

We have performed a cognizant review of the audit, and supporting workpapers, of the KPFF, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended 04/30/2017 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The independent CPA firm Clark Nuber, P.S. performed the audit. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.*

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits, and General Overhead, and the related Auditor's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards. Accordingly, we recommend acceptance of the following rates:

Home Office: 136.25% (rate includes 0.18% FCCM)
Field Office: 103.82% (rate includes 0.04% FCCM)

Sincerely,

Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Erik Jonson, Contracting Services Manager
File

Exhibit D

KPFF, INC. AND SUBSIDIARY

Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead
For the Year Ended April 30, 2017

	Classification	Financial Statements for the Year Ended April 30, 2017	Adjustments	Ref.	Allocations (A & B) Home Office Costs	Allocations (A & B) Field Office Costs
1.	**Direct Labor Base**	**$ 56,049,483**	**$ 124,645**	C	**$ 55,486,150**	**$ 687,978**
	Indirect Costs:					
	Fringe benefits-					
2.	Payroll taxes	7,099,911	(104,856)	D	6,909,385	85,670
3.	Group insurance	7,266,676	(36)	K	7,177,644	88,996
4.	Employer 401k Contribution	1,475,993			1,457,916	18,077
5.	Vacation, holiday and sick pay	8,841,152			8,732,872	108,280
	Total fringe benefits	24,683,732	(104,892)		24,277,817	301,023
	General overhead-					
6.	Indirect labor	11,977,290	(142,435)	C	11,689,911	144,944
7.	Bid and proposal	3,590,937			3,546,958	43,979
8.	Direct selling	438,624			433,252	5,372
9.	Advertising and public relations	494,501	(494,501)	E		
10.	Bonuses and severance pay	20,030,967	(4,529,116)	F	15,311,996	189,855
11.	Professional services	1,261,499	(394,585)	G	864,553	2,361
12.	Reproduction	562,569	(112,482)	H	448,861	1,226
13.	Rent	7,895,955	(32,211)	I	7,863,744	
14.	City and state business tax	1,222,958			1,219,628	3,330
15.	Depreciation	1,877,682	(50,768)	J	1,826,914	
16.	Other taxes and licenses	326,639			325,750	889
17.	Insurance, other than life	1,279,241	(33,700)	L	1,242,149	3,392
18.	Clerical supplies, drafting supplies and postage	990,006	(115,889)	M	871,737	2,380
19.	Telephone	816,441	(12,770)	N	801,483	2,188
20.	Professional dues, fees, books and conferences	628,241	(101,862)	O	524,946	1,433
21.	Car	968,715	(356,572)	J	610,476	1,667
22.	Travel	1,105,124	(815,259)	P	289,076	789
23.	Legal	1,393,072	(1,327,798)	Q	65,096	178
24.	Accounting	236,556	(3,300)	R	232,621	635
25.	Employee meetings, meals and morale	1,072,876	(990,810)	S	81,843	223
26.	Moving	276,177	(224,930)	T	51,107	140
27.	School	21,987	(4,401)	U	17,538	48
28.	Personnel procurement	104,285	(40,977)	V	63,136	172
29.	Contributions	281,588	(281,588)	W		
30.	Computer	2,781,173	(19,308)	X	2,754,344	7,521
31.	Promotional and other entertainment	256,605	(256,605)	Y		
32.	Bank service charges	95,834	(14,323)	Z	81,289	222
	Total general overhead	61,987,542	(10,356,190)		51,218,408	412,944
	Total Indirect Costs	**86,671,274**	**(10,461,082)**		**75,496,225**	**713,967**
33.	Facilities Cost of Money (FCCM)		101,942	AA	101,664	278
	Total Indirect Costs With FCCM	**$ 86,671,274**	**$ (10,359,140)**		**$ 75,597,889**	**$ 714,245**
	Overhead Rate	**154.63%**	**-18.78%**		**136.25%**	**103.82%**

See accompanying notes.

KPFF, INC. AND SUBSIDIARY

Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead (Continued)
For the Year Ended April 30, 2017

References

A. Allocation A = Direct Field Labor / Total Direct Labor = $687,978 / $56,174,128 = 1.2247%. Allocation A ratio utilized for cost items primarily influenced by personnel and associated costs.

B. Allocation B = (Indirect Labor x Allocation A) / (Home Office Direct Labor + Indirect Labor) = ($15,864,416 x 1.2247%) / ($55,486,150 + $15,864,416) = 0.2723%. Allocation B ratio utilized for cost items that are not significantly influenced by personnel and associated costs.

C. Adjustment for uncompensated overtime for principals per 48 CFR 31.202. Total uncompensated overtime was $255,886, with $124,645 allocated to direct labor based on the overall utilization percentages for principals incurring uncompensated overtime hours. The "salary variance method - effective rate" as described in the AASHTO Audit and Accounting Guide 2016 Edition, Chapter 5 is utilized. Unallowable labor costs incurred in connection with the sale of KPPF Global, Inc. per 48 CFR 31.205-47(f)(2) in the amount of $17,790.

D. Fringe benefits directly associated with disallowed indirect labor deemed unallowable per 48 CFR 31.201-6(e)(2).

E. Unallowable advertising and promotional activities per 48 CFR 31.205-1, 14, 38 and 41.

F. Unallowable bonuses per 48 CFR 31.205-6(f) in the amount of $3,000,000; Unallowable executive compensation in excess of reasonable amount based on National Compensation Matrix analysis, per 48 CFR 31.205-6(a)(6)(ii)(B) in the amount of $1,529,116.

G. Unallowable direct costs per 48 CFR 31.202; Unallowable advertising and promotion costs per 48 CFR 31.205.1.

H. Unallowable direct costs per 48 CFR 31.202; Unallowable advertising and promotion costs per 48 CFR 31.205.1; Expenses not allocable to current accounting period per 48 CFR 31.201-2(c).

I. Expenses not allocable to current accounting period per 48 CFR 31.201-2(c).

J. Unallowable vehicle costs per 48 CFR 31-201-2(d); Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4.

K. Expenses not allocable to current accounting period per 48 CFR 31.201-2(c).

L. Unallowable vehicle costs per 48 CFR 31-201-2(d).

M. Expenses not allocable to current accounting period per 48 CFR 31.201-2(c); Unallowable direct costs per 48 CFR 31.202; Unallowable advertising and promotion costs per 48 CFR 31.205.

N. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4; Unallowable advertising and promotional activities per 48 CFR 31.205-1.

O. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4; Unallowable career fairs and trade shows per 48 CFR 31.205-1(f)(2); Unallowable direct costs per 48 CFR 31.202; Unallowable advertising and promotional activities per 48 CFR 31.205-1, 14, 38 and 41; Unallowable membership dues in nonprofessional organization per CFR 31.205-1(f)(7); Unallowable lobbying expenses per 48 CFR 31.205-22.

P. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4; Unallowable direct costs per 48 CFR 31.202; Unallowable first class airfare costs per 48 CFR 31.205-46(b).

See accompanying notes.

KPFF, INC. AND SUBSIDIARY

Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead (Continued)
For the Year Ended April 30, 2017

References - Continued

Q. Legal settlements unallowable per 48 CFR 31.205-47; Unallowable consulting services retainer per 48 CFR 31.205-33(e); Direct project costs unallowable per 48 CFR 31.202(a); Legal costs incurred in collection and lien matters unallowable per 48 CFR 31.205-3. Unallowable legal costs incurred in connection with the sale of KPFF Global, Inc. per 48 CFR 31.205-27.

R. Expenses not allocable to current accounting period per 48 CFR 31.201-2(c).

S. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4; Unallowable direct costs per 48 CFR 31.202; Unallowable local meals and entertainment per 48 CFR 31.205-14; Unallowable gifts per 48 CFR 31.205-13(b).

T. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4; Unallowable loss in connection with the sale of KPFF Global, Inc. per 48 CFR 31.205-27.

U. Expenses not allocable to the current accounting period per 48 CFR 31.201-2(c).

V. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4; Unallowable advertising and promotional activities per 48 CFR 31.205-1, 14, 38 and 41; Unallowable career fairs and trade shows per 48 CFR 31.205-1(f)(2).

W. Unallowable donations per 48 CFR 31.205-8.

X. Unallowable expenses due to lack of sufficient supporting documentation per 48 CFR 31.201-4; Expenses not allocable to current accounting period per 48 CFR 31.201-2(c).

Y. Unallowable advertising and promotional activities per 48 CFR 31.205-1, 14, 38 and 41; Unallowable entertainment per 48 CFR 31.205-14; Unallowable direct costs per 48 CFR 31.202.

Z. Unallowable interest and other financial costs per 48 CFR 31.205-20.

AA. Cost of money adjustment per 48 CFR 31.205-10(a).

See accompanying notes.

KPFF, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statement
For the Year Ended April 30, 2017

Note 6 - Continued

The analysis also included an evaluation of compensation reasonableness as described in the *AASHTO Audit Guide* Section 7.5, using information from the National Compensation Matrix (NCM). The reasonable compensation amounts developed using the NCM data did not exceed the executive compensation limit established by the Bipartisan Act of 2013 of $487,000. As a result of the analysis of executive compensation reasonableness, a total of $1,529,116 of executive compensation was disallowed for the year ended April 30, 2017, in the accompanying Schedule.

The Company sponsors a 401(k) plan. Effective September 1, 2016, the Company established a profit sharing contribution equal to 3% of eligible compensation. Total profit sharing contributions were $1,475,993 for the year ended April 30, 2017.

The Company occasionally uses contract labor, some of which is job related and some not. Costs that are not job related are included in the Schedule as a component of overhead costs.

Note 7 - Description of Depreciation and Leasing Policies

Certain assets are purchased or acquired under capitalized leases and depreciated. Costs incurred under operating leases are expensed in the period incurred in accordance with U.S. GAAP. Both costs are included in the overhead pool. The Company capitalizes fixed assets with an acquisition cost for an individual asset of $3,000 or more. Useful lives for purposes of depreciation are as follows:

Computer hardware	24 months
Vehicles	36 - 60 months
Office furniture, fixtures and equipment	60 - 84 months
Software	36 months

Leasehold improvements are amortized over the shorter of their lease term or estimated useful lives.

Note 8 - Description of Related-Party Transactions

The Company did not enter into any related-party transactions during the year ended April 30, 2017.

Note 9 - Facilities Capital Cost of Money (FCCM)

The cost of money rate has been calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the average federal treasury rate for the applicable period. Equipment and facilities include furniture and fixtures, computer equipment, software and leasehold improvements. The calculation was made as follows for the fiscal year ended April 30, 2017:

Average net book value of corporate assets	$ 4,660,213
Average Treasury rate	2.1875%
Computed Facilities Capital	**$ 101,942**
Direct labor base	$ 56,174,128
Cost of money rate	0.1815%

Certification of Final Indirect Costs

Firm Name: KPFF, INC.

Indirect Cost Rate Proposal: HOME RATE: 136.25% Field Rate: 103.82%

Date of Proposal Preparation (mm/dd/yyyy): 10/2/2017

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 05/01/2016 – 04/30/2017

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: Marci Monroe-Jones

Name of Certifying Official* (Print): Marci Monroe-Jones

Title: Vice President of Finance

Date of Certification (mm/dd/yyyy): 10/02/2017

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Exhibit E

Agreement Number:

Des Moines On-Call Engineering Services

Actuals Not to Exceed (ANTE) Rate Table, 2018 - 2019

Casseday Consulting 9726 NE 138th Place, Kirkland WA 98034				
Job Classification	Direct Labor Rate, NTE	Overhead 100.26%, NTE	Fixed Fee @ 30%, NTE	All Inclusive Hourly Billing Rage, NTE
Principal Traffic Engineer	$ 85.00	$ 85.22	$ 25.50	$ 195.72
Traffic Analyst	$ 60.00	$ 60.16	$ 18.00	$ 138.16

280

Exhibit E

Washington State
Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 31, 2017

Casseday Consulting
9726 NE 138th Place
Kirkland, WA 98034

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Ms. Katherine Casseday:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 100.26%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit E

Environmental Science Associates
Des Moines Engineering Services On-call
Staff List and Rates 8-October-2017

Employee Classification	Maximum Direct Salary Rate
Sr. Director	$94.10
Director III	$81.12
Director II	$70.30
Director I	$64.90
Senior Managing Associate	$62.73
Managing Associate II	$56.24
Managing Associate I	$48.67
Technical Associate	$48.67
Senior Associate II	$45.43
Senior Associate I	$43.26
Associate III	$41.10
Associate II	$37.86
Associate I	$32.45
Senior Environmental Field Tech	$37.86
Environmental Field Tech	$32.45
Senior Administrative	$41.10
Administrative	$34.61
Clerical	$27.04

Staff Name	Employee Classification
Mark Johnson	Director III
Sharese Graham - PM	Managing Associate I
Malia Bassett	Senior Associate I
Jessica Conquest	Associate II
Jim Keany	Director III
Pete Lawson	Managing Associate II
Ilon Logan	Managing Associate II
Jessica Redman	Associate III
Tobin Story	Associate II
Christina Hersum	Associate I
Ryan Bartelheimer	Managing Associate III
Eleanor Bartolomeo	Senior Associate II
Paula Johnson	Director III
Chris Lockwood	Managing Associate II
Alicia Valentino	Senior Associate II
Katie Wilson	Senior Associate II
Jeanette Hayman	Associate II
Colin Struthers	Senior Associate I
Jonny Kemp	Associate II
Julie Bayer	Technical Associate
Cynthia Pham	Senior Administrative
Aaron Good	Administrative
Maureen Jones	Administrative

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 6, 2017

Environmental Science Associates, Inc.
550 Kearney Street, Suite 800
SanFrancisco, CA 94108

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Ms. Casandy Ma:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 205.73% based on the "Independent CPA Report," prepared by Gusman Associates. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Actuals Not to Exceed Rate Table
Fehr & Peers
2017-2018

Job Classifications	Direct Labor Rate NTE	Overhead 176.04% NTE	Fee (Profit) 0% NTE	All Inclusive Hourly Billing Rate NTE
Principal I - III	$ 102.72	$ 180.83	$ -	$ 283.55
Senior Associate I - II	$ 85.91	$ 151.24	$ -	$ 237.15
Associate I - II	$ 63.27	$ 111.38	$ -	$ 174.65
Senior Engineer Planner I - III	$ 55.04	$ 96.89	$ -	$ 151.93
Engineer/Planner I-III	$ 43.73	$ 76.98	$ -	$ 120.71
Senior Engineering Technician I - V	$ 57.62	$ 101.43	$ -	$ 159.05
Technician I - III	$ 36.38	$ 64.04	$ -	$ 100.42
Intern	$ 33.44	$ 58.86	$ -	$ 92.30
Sr. Administrative Assistant I-IV	$ 43.75	$ 77.02	$ -	$ 120.77
Administrative Assistant I - III	$ 30.87	$ 54.34	$ -	$ 85.21

Exhibit E

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 21, 2017

Fehr & Peers
100 Pringle Avenue, Suite 600
Walnut Creek, CA 94596

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Ms. Marion Donnolly:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 176.04%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

FEHR & PEERS

Exhibit E

Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 30, 2016

Description	Total Costs	Unallowable Costs	Footnote	Allowable Costs
DIRECT LABOR	$ 12,624,345			$ 12,624,345
FRINGE BENEFITS				
Payroll Taxes	1,698,206	$ (31,821)	(g)	1,666,385
Principals' Medical, Life and Disability Insurance	743,698	(72,568)	(n)	671,130
Principals' Keyman Life Insurance	19,310	(19,310)	(l)	0
Employee Medical, Life and Disability Insurance	1,583,187			1,583,187
Retirement Plan Funding / 401(k)	1,157,363			1,157,363
Retirement Plan Administration / 401(k)	331			331
Vacation/Holiday/Sick	2,714,317			2,714,317
Bonuses	1,290,528			1,290,528
Employee Benefits - Other	140,551			140,551
Fringe Benefits Subtotal	9,347,491	(123,699)		9,223,792
GENERAL OVERHEAD				
Labor - General Marketing / Advertising	415,959	(415,959)	(c)	0
Labor - Bids & Proposals	2,106,005			2,106,005
Labor - Direct Selling	193,892			193,892
Indirect Labor - Other	4,839,826			4,839,826
Labor Variance	(159,965)			(159,965)
Advertising / Promotion	44,358	(44,358)	(c)	0
Direct Selling	82,533	(26,225)	(a), (c)	56,308
Bids & Proposals	88,988	(10,431)	(a)	78,557
Client Relations	66,783	(66,783)	(a), (j)	0
Office Relocation	179,055			179,055
Administrative Meetings	352,380	(99,065)	(b)	253,315
Computer Expense	778,393			778,393
Conferences and Professional Meetings	132,042	(34,369)	(a), (c)	97,673
Contributions	8,036	(8,036)	(i)	0
Dues and Subscriptions	96,635	(16,488)	(d)	80,147
Education and Training	257,568	(26,180)	(o)	231,388
Employee Relations	215,812	(188,712)	(a), (m)	27,100
Employee Recruiting	135,349	(5,975)	(p)	129,374
Employee Relocation Expenses	6,495			6,495
Equipment less than $5,000	136,086			136,086
Office Supplies	232,816			232,816
Stationery	4,174			4,174
Reference Library	8,653			8,653
Professional Fees	120,645			120,645
Voice and Data Communications, Net of Direct Cost	(422,803)			(422,803)
Postage & Mailing	20,451			20,451
Temporary Personnel	85,340			85,340
Bank Charges	7,875			7,875
General Liability Insurance	25,596			25,596
E&O Insurance	108,660			108,660
Workers' Compensation Insurance	83,055			83,055
Legal & Accounting	287,869	(11,361)	(o)	276,508
Rent	2,431,096			2,431,096
Equipment Rental and Maintenance	682,229			682,229
Taxes & Licenses	152,356			152,356
Capital Gain / Loss	13,291			13,291
Depreciation	46,950	180,419	(e)	227,369
Interest Expense	14,228	(14,228)	(f)	0
Non-Deductible Expense (Credits)	(89,156)	(37,199)	(h)	(126,355)
State Income Tax	35,723			35,723
General Overhead Subtotal	13,825,278	(824,950)		13,000,328
Fringe Benefits & General Overhead Total	$ 23,172,769	$ (948,649)		$ 22,224,120
FAR OVERHEAD RATE				178.04%

See accompanying notes.

FEHR & PEERS Exhibit E

Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 30, 2016

Footnotes

(a) Unallowable entertainment costs per FAR 31.205-14.
(b) Unallowable travel costs per FAR 31.205-46.
(c) Unallowable public relations and advertising costs per FAR 31.205-1.
(d) Unallowable lobbying and political activity costs per FAR 31.205-22.
(e) Adjustment for inclusion of allowable depreciation expense per FAR 31.205-11.
(f) Unallowable interest and other financial costs per FAR 31.205-20.
(g) Unallowable payroll taxes related to unallowable compensation per FAR 31.201-6.
(h) Unallowable fines, penalties, and mischarging costs per FAR 31.205-15.
(i) Unallowable contributions or donations per FAR 31.205-8.
(j) Unallowable alcoholic beverages per FAR 31.205-51.
(k) Unallowable compensation for personal services per FAR 31.205-6.
(l) Unallowable key man insurance costs per FAR 31.205-19.
(m) Unallowable employee morale costs per FAR 31.205-13.
(n) Unallowable insurance benefits provided only to owners per FAR 31.205-19.
(o) Unallowable personal expense of owners.
(o) Unallowable training and education costs per FAR 31.205-44.
(p) Unallowable recruitment costs per FAR 31.205-34.

See accompanying notes.

GeoEngineers
17425 NE Union Hill Road, Suite 250
Redmond, WA 98052-3886
425.861.6000

GeoEngineers, Inc.
2017

	Base Rate		Overhead		Fixed Fee			
ANTE	1.0000		212.32%		30%		Total	
Staff Assignment	Low	High	Low	High	Low	High	Low	High
Principal	$71.31	$90.45	$151.41	$192.04	$21.39	$27.14	$244.11	$309.63
Associate	$52.41	$77.17	$111.28	$163.85	$15.72	$23.15	$179.41	$264.17
Senior Engineer/Scientist/Analyst	$40.17	$65.05	$85.29	$138.11	$12.05	$19.52	$137.51	$222.68
Project Engineer/Scientist/Analyst	$33.66	$47.90	$71.47	$101.70	$10.10	$14.37	$115.22	$163.97
Staff 3 Engineer/Scientist/Analyst	$29.81	$44.59	$63.29	$94.67	$8.94	$13.38	$102.05	$152.64
Staff 2 Engineer/Scientist/Analyst	$25.00	$37.55	$53.08	$79.73	$7.50	$11.27	$85.58	$128.54
Staff 1 Engineer/Scientist/Analyst	$20.25	$34.91	$42.99	$74.12	$6.08	$10.47	$69.32	$119.50
Lead Technician	$25.97	$30.68	$55.14	$65.14	$7.79	$9.20	$88.90	$105.02
Technician	$18.00	$22.48	$38.22	$47.73	$5.40	$6.74	$61.62	$76.95
CAD Design Coordinator	$40.39	$53.42	$85.76	$113.42	$12.12	$16.03	$138.26	$182.87
CAD Designer	$26.45	$38.23	$56.16	$81.17	$7.94	$11.47	$90.54	$130.87
CAD Technician	$21.00	$27.50	$44.59	$58.39	$6.30	$8.25	$71.89	$94.14
Administrator 3	$23.80	$42.86	$50.53	$91.00	$7.14	$12.86	$81.47	$146.72
Administrator 2	$15.58	$30.93	$33.08	$65.67	$4.67	$9.28	$53.33	$105.88
Administrator 1	$12.00	$21.82	$25.48	$46.33	$3.60	$6.55	$41.08	$74.69

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 17, 2017

GeoEngineers, Inc.
8410 154th Avenue NE
Redmond, WA 98052

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. McGranahan:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 212.32%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

GEOENGINEERS, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2016

Key		Total Reported Costs	Adjustments To Reported	Reference For Adjustments	Allowable Costs	% of Direct Labor
DIRECT LABOR		**$13,294,117**	**$ -**		**$13,294,117**	**100%**
FRINGE BENEFITS						
1	Payroll Taxes	$2,161,128	$ (83,201)	A	$ 2,077,927	15.63%
2	Group Insurance	$3,449,513	$ -		$ 3,449,513	25.95%
3	Worker's Compensation	$149,613	$ -		$ 149,613	1.13%
4	Vacation, Holiday and Sick Pay	$3,316,401	$ -		$ 3,316,401	24.95%
5	Profit Sharing and 401(k) Contributions	$844,338	$ -		$ 844,338	6.35%
6	Bonuses and Severance	$2,244,975	$ (388,691)	B	$ 1,856,284	13.96%
	Total Fringe Benefits	**$12,165,968**	**$ (471,892)**		**$11,694,076**	87.96%
GENERAL OVERHEAD						
7	Non-Billable Labor	$7,566,313	$ (2,099,245)	CC	$ 5,467,068	41.12%
8	Bid & Proposal Labor	$1,192,488	$ -		$ 1,192,488	8.97%
9	Direct Selling Labor	$1,944,684	$ (790,512)	C	$ 1,154,172	8.68%
10	Office Rent & Maintenance	$2,265,497	$ (50,429)	D	$ 2,215,068	16.66%
11	Telecommunications	$260,785	$ -		$ 260,785	1.96%
12	Bus. Taxes & Other than Federal	$683,963	$ -		$ 683,963	5.14%
13	Subscriptions, Stationery & Supplies	$317,735	$ (25,002)	E	$ 292,733	2.20%
14	Travel	$1,083,221	$ (292,279)	F	$ 790,943	5.95%
14.5	Company Vehicles	$306,171	$ (306,171)	F	$ (0)	0.00%
15	Professional Dues, Meetings & Proposals	$516,936	$ (63,246)	G	$ 453,690	3.41%
16	Depreciation	$862,754	$ (6,685)	H	$ 856,069	6.44%
17	Equipment Rental & Maintenance	$131,386	$ -		$ 131,386	0.99%
18	Bad Debt	$76,000	$ (76,000)	I	$ -	0.00%
19	Professional Consultants	$1,444,562	$ (941,034)	J	$ 503,528	3.79%
20	Entertainment/Advertising and Proposals	$134,269	$ (116,030)	K	$ 18,239	0.14%
21	Field and Laboratory Supplies	$196,692	$ (48,792)	L	$ 147,900	1.11%
22	Insurance	$1,060,098	$ (42,216)	M	$ 1,017,882	7.66%
23	Computer Maintenance and Software	$1,153,083	$ (5,129)	N	$ 1,147,954	8.64%
24	Recruiting & Relocation	$42,112	$ -		$ 42,112	0.32%
25	Contributions	$37,206	$ (37,206)	O	$ -	0.00%
26	Fines/Penalties/Unallowable	$25,183	$ (25,183)	P	$ -	0.00%
27	Employee Health & Welfare	$185,511	$ (80,204)	Q	$ 105,307	0.79%
	Total General Overhead	**$21,486,649**	**$ (5,005,362)**		**$16,481,287**	**123.97%**
	Total Overhead Costs	**$33,652,617**	**$ (5,477,254)**		**$28,175,363**	**211.94%**
28	**Facilities Capital Cost of Money**	**$ -**	**$ 51,217**	R	**$ 51,217**	**0.39%**
	Overhead Rate (Includes FCC)	**$33,652,617**	**$ (5,426,037)**		**$28,226,580**	**212.32%**

GeoEngineers, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2016

References to Adjustments

A	Fringe benefits adjustment for unallowable Direct Selling labor and unallowable bonuses
B	Unallowable bonuses per 48 CFR 31.205-6(f).
CC	Indirect labor adjustment required , to meet PSMJ 2016 - 25th percentile of Direct
C	Unallowable marketing activities per 48 CFR 31.205-1,14,38 and 41.
D	Assigned parking costs unallowable per 48 CFR31.201-2 & 31.201-3; Unallowable Office
E	Promotional Materials unallowable per 48 CFR 31.205-1(f)(5).
F	Vehicle costs unallowable per 48 CFR 31.201-2(d); Travel in excess of Federal per-diem
G	Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; Lobbying
H	Depreciation on vehicles unallowed per 48 CFR 31.201-2(d).
I	Bad debts unallowable per 48 CFR 31.205-3.
J	Direct project costs unallowable per 48 CFR 31.202(a); Unallowable marketing activities
K	Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; Entertainment
L	Direct Project Costs unallowable per 48 CFR 31.202(a).
M	Unallowable key person life insurance per 48 CFR 31.205-19(e)(2)(v). Direct project
N	Unallowable Office for the benefit of Employee per 48 CFR 31.201-3
O	Contributions unallowable per 48 CFR 31.205-8.
P	Fines & Penalties unallowable per CFR 31.205-15(a).
Q	Social activities unallowable per 48 CFR 31.205-14; Employee gifts & recreation
R	Costs of money adjustment Allowable per 48 CFR 31.205-10(a).

Exhibit E

Min / Max Billing Rate and Fee Schedule
DSC Rates - Effective January 1, 2017 through December 31, 2020

KBA, Inc.

Labor Class	Personnel Classification	(2) Direct Salary Cost (DSC) Min.		Max.
M-7	Manager VII	$100.00	to	$208.00
M-6	Manager VI	$90.00	to	$163.00
M-5	Manager V	$80.00	to	$135.00
M-4	Manager IV	$70.00	to	$107.00
M-3	Manager III	$62.00	to	$97.00
M-2	Manager II	$52.00	to	$86.00
M-1	Manager I	$44.00	to	$72.00
E-9	Engineering / Professional IX	$75.00	to	$178.00
E-8	Engineering / Professional VIII	$60.00	to	$99.00
E-7	Engineering / Professional VII	$52.00	to	$88.00
E-6	Engineering / Professional VI	$46.00	to	$79.00
E-5	Engineering / Professional V	$40.00	to	$68.00
E-4	Engineering / Professional IV	$34.00	to	$59.00
E-3	Engineering / Professional III	$28.00	to	$50.00
E-2	Engineering / Professional II	$22.00	to	$41.00
E-1	Engineering / Professional I	$18.00	to	$34.00
T-8	Technical Specialist VIII	$58.00	to	$90.00
T-7	Technical Specialist VII	$50.00	to	$86.00
T-6	Technical Specialist VI	$46.00	to	$79.00
T-5	Technical Specialist V	$40.00	to	$72.00
T-4	Technical Specialist IV	$34.00	to	$66.00
T-3	Technical Specialist III	$28.00	to	$54.00
T-2	Technical Specialist II	$22.00	to	$43.00
T-1	Technical Specialist I	$12.00	to	$32.00
P-8	Project Specialist VIII	$58.00	to	$90.00
P-7	Project Specialist VII	$50.00	to	$86.00
P-6	Project Specialist VI	$43.00	to	$79.00
P-5	Project Specialist V	$37.00	to	$72.00
P-4	Project Specialist IV	$34.00	to	$66.00
P-3	Project Specialist III	$28.00	to	$54.00
P-2	Project Specialist II	$22.00	to	$43.00
P-1	Project Specialist I	$12.00	to	$32.00
A-7	Administrator VII	$44.00	to	$81.00
A-6	Administrator VI	$34.00	to	$65.00
A-5	Administrator V	$28.00	to	$54.00
A-4	Administrator IV	$24.00	to	$43.00
A-3	Administrator III	$20.00	to	$41.00
A-2	Administrator II	$16.00	to	$34.00
A-1	Administrator I	$12.00	to	$27.00

NOTE:
(1) Billing rates shall equal actual DSC at the time work is performed, plus authorized Home and/or Field Overhead rate and Fee.
(2) DSC ranges shown are effective 1/1/17 to 12/31/20. OH(ICR) Rate may adjust annually with new WSDOT audit letter.
(3) 15% differential applied for Night Shift work; time-and-a-half applied for non-exempt staff working more than 40 hours/week.

Direct (non-salary) Reimbursable Expenses

Expense Type	Rate Per Item
Subconsultants	Cost
Field Equipment and Supplies (over $100), Reprographics, Couriers	Cost
Auto Mileage	Higher of current IRS or WSDOT adopted rate
Project Assigned Vehicle	$6.00/hr + Tax
Lodging & Per Diem	Per WSDOT Travel Directives

Consultant will comply with rules and regulations regarding travel costs, according to WSDOT Accounting Manual M13-82, Ch 10 - Travel Rules & Procedures.

THIS INFORMATION IS CONFIDENTIAL AND PROPRIETARY TO KBA, INC.

Washington State
Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 30, 2017

KBA, Inc.
11201 SE 8th Street, Suite 160
Bellevue, WA 98004

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. Thad Vesely:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 171.71% of direct labor for home office and 144.84% of direct labor for field office. These rates will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPFF Consulting Engineers
whose address is
1601 Fifth Avenue So., Suite 1600, Seattle, WA 98101
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Des Moines
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

KPFF Consulting Engineers

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/14/17

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☑ Agency Official

☐ Other

of the City of Des Moines , and KPFF Consulting Engineers
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KPFF Consulting Engineers

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/14/17

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

KPFF Consulting Engineers

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/14/17

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 2018-2019 On-Call Civil Engineering Srvc * are accurate, complete, and current as of November 14, 2017 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: KPFF Consulting Engineers

Signature

Associate

Title

Date of Execution***: 11/14/17

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): KPG, P.S.	
Address: 3131 Elliott Ave., Suite 400 Seattle WA 98121	Federal Aid Number:
UBI Number: 601-248-468	Federal TIN or SSN Number: 91-1477622
Execution Date:	Completion Date: 12/31/2019
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☐ Yes ☑ No
Project Title:	
Description of Work: See Exhibit A	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: $1,000,000

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges, P.E., Executive MPA
Agency: City of Des Moines
Address: 21650 11th Ave S
City: Des Moines State: WA Zip: 98198
Email: AMerges@desmoineswa.gov
Phone: 206.870.6543
Facsimile: 206.870.6593

If to CONSULTANT:
Name: Nelson Davis, P.E.
Agency: KPG, P.S.
Address: 3131 Elliott Ave, Suite 400
City: Seattle State: WA Zip: 98121
Email: nelson@kpg.com
Phone: 206.286.1640
Facsimile: N/A

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges, P.E., Executive MPA
Agency: City of Des Moines
Address: 21650 11th Ave S
City: Des Moines State: WA Zip: 98198
Email: AMerges@desmoineswa.gov
Phone: 206.870.6543
Facsimile: 206.870.6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date 11-13-17
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No.

See Exhibit A-1 & Exhibit A-2

Agreement Number:

Exhibit "A-1"
Scope of Work
2018-2019 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, P.S. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. KPG, P.S. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2018 through December 31st, 2019. KPG, P.S. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2019, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2020. No new work shall be authorized after December 31st, 2019 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent tack order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D and E, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D and E for the life of this Agreement. Overhead calculations are included in Exhibits D and E, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Tack Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less then 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05

Exhibit B
DBE Participation

To be determined on a case by case basis for each task assignment

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil 3-D - KPG Standards

B. Roadway Design Files

AutoCAD Civil 3-D - KPG Standards

C. Computer Aided Drafting Files

AutoCAD Civil 3-D - KPG Standards

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

To be identified with task assignments

E. Specify the Electronic Deliverables to Be Provided to the Agency

To be identified with task assignments

F. Specify What Agency Furnished Services and Information Is to Be Provided

To be identified with task assignments

II. Any Other Electronic Files to Be Provided

To be identified with task assignments

III. Methods to Electronically Exchange Data

Via e-mail, FTP site, CD, or DVD

A. Agency Software Suite

Microsoft Office, AutoCAD, Civil3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Microsoft Office, AutoCAD

Exhibit D
Prime Consultant Cost Computations

See Attached Exhibit D - Consultant Fee Determination

Agreement Number:

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 10, 2017

KPG, Inc.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Ms. Susan Rowe:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 138.02%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Certification of Final Indirect Costs

Firm Name: KPG, Inc.

Indirect Cost Rate Proposal: 138.02%

Date of Proposal Preparation (mm/dd/yyyy): 03/17/2017

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2016 to 12/31/16

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:

Name of Certifying Official* (Print): Nelson Davis

Title: President

Date of Certification (mm/dd/yyyy): 03/17/2017

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
http://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm

EXHIBIT D
Consultant Fee Determination

KPG, P.S.
GENERAL ENGINEERING SERVICES RATES (2018 - 2019)

Job Classification	*Average Direct Salary Cost (DSC)	Overhead (138.02% of DSC)	Fee (30% of DSC)	Hourly Rate
Engineer - Principal	$74.00	$102.13	$22.20	$198.33
Engineer - Manager	$63.99	$88.32	$19.20	$171.51
Engineer - Senior	$60.21	$83.10	$18.06	$161.37
Engineer - Project	$48.08	$66.36	$14.42	$128.86
Engineer - Design	$39.38	$54.35	$11.81	$105.55
Engineer - Technician	$36.15	$49.89	$10.85	$96.89
Architect - Principal	$70.20	$96.89	$21.06	$188.15
Architect - Senior	$52.00	$71.77	$15.60	$139.37
Architect - Project	$38.46	$53.08	$11.54	$103.08
Architect - Technician	$31.16	$43.01	$9.35	$83.52
Landscape Architect - Senior	$54.52	$75.25	$16.36	$146.12
Landscape Architect - Project	$40.50	$55.90	$12.15	$108.55
Landscape Architect - Technician	$31.16	$43.01	$9.35	$83.52
Survey - Manager	$72.29	$99.77	$21.69	$193.75
Surveyor	$47.04	$64.92	$14.11	$126.08
Survey - Technician	$36.15	$49.89	$10.85	$96.89
Survey Crew	$61.93	$85.48	$18.58	$165.98
Planner - Traffic	$46.80	$64.59	$14.04	$125.43
CADD Technician	$36.06	$49.77	$10.82	$96.65
Construction - Mangager	$55.00	$75.91	$16.50	$147.41
Construction - Engineer	$51.50	$71.08	$15.45	$138.03
Construction - Observer	$43.04	$59.40	$12.91	$115.36
Construction - Document Control	$41.04	$56.64	$12.31	$110.00
Construction - Administration	$38.46	$53.08	$11.54	$103.08
Senior Administration	$41.04	$56.64	$12.31	$110.00
Office - Administration	$31.16	$43.01	$9.35	$83.52

* Rates shown will be used for budgeting purposes. Actual billings to be based on actual direct salary cost of employee.

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

KPG will utilize the following subconsultants, as-needed, based on the task assignment:

HWA GeoSciences, Inc.

Environmental Science Association

Bright Engineering, Inc.

RES Group NW, LLC

GeoDesign, Inc.

Agreement Number:

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 13, 2017

HWA GeoSciences Inc.
21312 30th Drive SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2016 ICR – Risk Assessment Review

Dear Vasiliy Babko:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2016 ICR of 197.81%. This rate is applicable to Washington Local Agency Contracts only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2016

Description	Financial Stmt Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	$ 936,360	$ -		$ 936,360	
INDIRECT COSTS					
Fringe Benefits:					
Personal paid leave	$ 173,944	$ -		$ 173,944	
Incentive compensation	200	-		200	
401(k) plan	40,633	-		40,633	
Employee group insurance	162,311	-		162,311	
Payroll taxes	135,207	(4,506)	(1)	130,701	
Workers compensation	5,595	2,356	(2)	7,951	
Other employee benefits	5,150	-		5,150	
Total Fringe Benefits	$ 523,040	$ (2,150)		$ 520,890	55.63%
General Overhead:					
Indirect labor	$ 599,190	$ (58,898)	(3)(4)	$ 540,292	
Automobile	12,490	-		12,490	
Bad debt	(758)	758	(5)	-	
Bank charges and processing fees	2,401	-		2,401	
Bid and proposals	48,914	-		48,914	
Business development	56,694	(52,931)	(3)(6)	3,763	
Contributions	817	(817)	(7)	-	
Depreciation and amortization	33,666	-		33,666	
Dues and professional licenses	6,727	-		6,727	
Insurance	95,903	-		95,903	
Interest expense	1,596	(1,596)	(8)	-	
Meals expense	8,199	(1,039)	(9)(10)	7,160	
Office supplies and postage	31,569	-		31,569	
Professional services	48,429	-		48,429	
Recruitment expense	40,080	-		40,080	
Rent and utilities	264,125	-		264,125	
Repairs and maintenance	10,560	-		10,560	
Seminars and professional education	22,637	-		22,637	
Supplies	14,256	-		14,256	
Taxes and licenses	22,760	35,998	(11)	58,758	
Telecommunications	104,748	(38)	(12)	104,710	
Travel	20,259	(1,438)	(6)(13)	18,821	
Recovery Accounts	(15,320)	(21,608)	(14)	(36,928)	
Total General Overhead	$ 1,429,942	$ (101,609)		$ 1,328,333	141.86%
Total Indirect Costs	$ 1,952,982	$ (103,759)		$ 1,849,223	197.49%
Facilities Capital Cost of Money (FCCM)				$ 2,992	0.32%

See accompanying independent auditors' report and notes.

HWA GEOSCIENCES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED DECEMBER 31, 2016

(1) 31.201-6 (a) - Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.

(2) 31.201-2 (d) Determining allowability - Documentation adequate to demonstrate that costs have been incurred are allowable.

(3) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.

(4) 31.205-27 (a) (2) Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.

(5) 31.205-3 Bad debts - Bad debts, including actual or estimated losses arising from uncollectible accounts receivable due from customers and other claims, and any directly associated costs such as collection costs, and legal costs are unallowable; therefore, the credit has been added back to the overhead pool.

(6) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.

(7) 31.205-8 Contributions or donations - Contributions or donations are unallowable.

(8) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.

(9) 31.205-51 The costs of alcoholic beverages is unallowable.

(10) 31.201-3 (b) (1) - Determining reasonableness - Costs generally not recognized as ordinary and necessary for the conduct of business are unallowable.

(11) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable; therefore, the credit has been added back to the overhead pool.

(12) 31.205-15 Fine, penalties, and mischarging costs - Costs of fines and penalties are unallowable.

(13) 31.205-46 (a) (2) - Travel costs – Costs that exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations are unallowable.

(14) 31.201-1 (a) Composition of total costs - Costs unrelated to labor based contracts should be eliminated from overhead calculation.

Washington State Department of Transportation

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310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 6, 2017

Environmental Science Associates, Inc.
550 Kearney Street, Suite 800
SanFrancisco, CA 94108

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Ms. Casandy Ma:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 205.73% based on the "Independent CPA Report," prepared by Gusman Associates. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Environmental Science Associates
Des Moines Engineering Services On-call
Employee Classification and Rates: November 9, 2017

Employee Classification	Maximum Direct Salary Rate
Sr. Director	$94.10
Director III	$81.12
Director II	$70.30
Director I	$64.90
Senior Managing Associate	$62.73
Managing Associate II	$56.24
Managing Associate I	$48.67
Technical Associate	$48.67
Senior Associate II	$45.43
Senior Associate I	$43.26
Associate III	$41.10
Associate II	$37.86
Associate I	$32.45
Senior Environmental Field Tech	$37.86
Environmental Field Tech	$32.45
Senior Administrative	$41.10
Administrative	$34.61
Clerical	$27.04

November 9, 2017

Nelson Davis
KPG
3131 Elliot Ave
Seattle, WA 98121

RE: 2018 Billing Rates

Dear Nelson:

This letter is to confirm that Bright Engineering, Inc. does not have an audited overhead rate and that we contract for services based on a negotiated hourly rate that includes direct salary, overhead and fee. The rates below are the lowest rates charged to our preferred customers, and are approved by King County for their projects. These rates are valid from 01/01/2018 until 12/31/2018.

Category	2018
Principal/Project Manager	$ 222.00
Sr. Project Engineer	$ 210.00
Engineering Design	$ 188.00
Junior Engineer	$ 105.50
CADD III	$ 97.50
CADD I	$ 71.00

All travel beyond thirty (30) miles of our office will be billed per the Washington State Department of Transportation Travel Regulation. Travel and expenses will not be billed on this project. All sub-consultant costs and direct reimbursements will be at cost with no mark-ups.

Regards,

Ade Bright, PE, SE

Washington State Department of Transportation

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310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 6, 2017

RES Group NW, LLC
624 S. Lander Street, #202
Seattle, WA 98134

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Ms. Sonja Davis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 53.21%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Actuals Not To Exceed Table (ANTE)

RES Group NW LLC
1913 6th Street
Kirkland, WA 98033-4904

Job Classifications	Direct Labor Rate NTE*	Overhead NTE* 53.21%	Fixed Fee NTE 30.00%	All Inclusive Hourly Billng Rate NTE
Senior Acquisition Agent	$62.50	$33.26	$18.75	$114.51
Senior Acquisition Agent	$62.50	$33.26	$18.75	$114.51
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00

Washington State Department of Transportation

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P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 18, 2017

GeoDesign, Inc.
9450 SW Commerce Circle, Suite 300
Wilsonville, OR 97070

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. Randy Homes:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 163.66%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

GeoDesign, Inc. FEE SUMMARY

Project: City of Des Moines
Job No. CDesMoines-0-01

Date 11/13/2017

Standard Schedule (SS) or Direct Salary Cost (DSC)	DSC
Labor Rate Z- Direct Salary Cost (DSC)	
GeoDesign OH Rate, if DSC calculation is used	163.66%
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

Fixed Fee 30.00%

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet

PROJECT PHASES OR TASKS

SCOPE:	CLASSIFICATION	Task	Task	Task	Task	Total Hours	Labor Rate	Cost
1.	Principal						$66.03	
2.	Senior Associate						$56.67	
3.	Associate						$52.88	
4.	Senior Project Manager						$45.00	
5.	Project Manager II						$40.87	
6.	Project Manager I						$34.13	
9.	Technical Speicalist I						$33.41	
10.	Staff III						$32.69	
11.	Staff II						$32.50	
12.	Staff I						$26.92	
13.	Sr Tech						$31.73	
14.	CAD						$32.68	
15.	Tech II						$23.00	
16	Tech I						$23.00	
17.	Senior Project Assistant						$27.94	
18.	Proj Assistant						$27.05	
19.	Support Staff						$24.82	

SUBTOTAL - Labor
OVERHEAD (OH) COST (Including Salary Additives)
FIXED FEE (FF):
= Fixed Fee x (DSC) or 30% x ($00.00)

SUBTOTAL LABOR

EQUIPMENT	Task	Task	Task	Task	Unit	Rate	Extended
VEHICLE - GeoDesign - 1					Day	$21.00	
VEHICLE - Mileage					Mile	$0.575	
INSTRUMENT - GEO - FWD ONLY					Day	$1,780.00	
COMPUTER SOFTWARE - ARC GIS					Hour	$16.00	
INSTRUMENT - GEO - Digital Camera					Day	$11.00	
SURVEY - GPS - Differential					Day	$100.00	
INSTRUMENT - GEO - VWP & Minilogger					Each	$1,100.00	
INSTRUMENT - GEO - VWP - Datalogger Recording for VWP					Day	$10.00	
-					-		

SUBTOTAL EQUIPMENT

REIMBURSABLES:	Task	Task	Task	Task	Unit	Rate	Extended
Reproduction - Copy (B&W)					each	$0.12	
Reproduction - Copy (COLOR) 11 x 17						$1.50	
Find Rate Subsistence					day	$185.00	
-							
-							

SUBTOTAL REIMBURSABLES

LABORATORY TESTING:	Task	Task	Task	Task	Unit	Rate	Extended
Moisture - Oven					ea	$28	
Particle Size Analysis Percent passing #200					ea	$87	
Particle Size Analysis ASTM C136					ea	$139	
CEC					ea	$105	
Organic Content					ea	$93	
-							

SUBTOTAL LABORATORY

GeoDesign Charges SubTotal

SUBCONTRACTORS (include tax when applicable)	Task	Task	Task	Task	SUBTOTAL	HC	Extended
Drilling and Coring							
Test Pits and PIT Contractor							
Traffic Control							
Utility Locate							
Traffic Counts							

SUBTOTAL SUBCONSULTANTS incl HC

ACTUAL SUBTOTAL BY PHASE incl HC

TOTAL - ESTIMATED FEE

GEOTECHNICAL AND GEOLOGICAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	$ 72	Los Angeles Deputy Grading Inspector	$131
Project Assistant	$ 84	Technical Specialist I	$135
Senior Project Assistant	$ 91	Technical Specialist II	$149
Technician I	$ 77	Senior Technical Specialist	$163
Technician II	$ 89	Project Manager I	$144
Senior Technician	$ 95	Project Manager II	$153
CAD	$ 95	Senior Project Manager	$164
Staff I	$ 99	Associate	$179
Staff II	$113	Senior Associate	$191
Staff III	$125	Principal	$209

Equipment	Rate
Air compressor, generator (per day)	$ 55
Cement amending field tool	$ 22
Cement scale and pan (per day)	$ 28
Core drill (per day)	$ 221
Cross-hole sonic logger (CSL) (per day)	$ 496
Data recorder (VW MiniLogger and vibrating wire piezometer)	$ 12
Datalogger (per day; maximum $42 per week, maximum $105 per month)	$ 12
Digital camera (per day)	$ 11
Drilled shaft inspection camera (DSIC) (per day; maximum $1,874 per week)	$ 992
Drive probe	$ 11
Dynamic cone penetrometer (DCP) drive probe	$ 105
Field California bearing ratio (CBR) equipment (per day)	$ 243
Falling weight deflectometer (FWD) (per day)	$1,869
Falling weight deflectometer (FWD) with GPR (per day)	$3,192
Global positioning system (GPS) - differential (per day)	$ 105
Global positioning system (GPS) - hand-held (per day)	$ 32
Ground penetrating radar (GPR) – cart mounted (per day)	$ 551
Ground penetrating radar (GPR) – truck mounted (per day)	$1,323
Hand auger (per day)	$ 39
Hydroacoustic monitoring equipment (per day)	$ 276
Nuclear density gauge equipment (per hour)	$ 11
Pile Driving Analyzer® (PDA) (per day)	$ 551
Pile Integrity Tester (per day)	$ 221
Resistivity meter (per day)	$ 110
Slope inclinometer equipment (per casing)	$ 160
Soil samples in brass or stainless sleeves (per sample)	$ 11
Soil samples in rings (per sample)	$ 11
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)	$11.55 - 55.65
Total Station - Survey Equipment (per hour)	$ 55
Vehicle (company) usage (full day, plus $0.63 per mile charge)	$ 22
Vehicle (personal) usage (per mile)	$ 0.63
Vibrating wire piezometer	$ 551
Vibration monitoring equipment (per day; maximum $278 per week, maximum $819 per month)	$ 58

Reproduction	Black/White	Color
8 ½ x 11 (per finished page)	$ 0.10	$ 0.16
11 x 17 (per finished page)	$ 0.20	$ 0.32
C- or D-size plots (per finished plot)	$25.00	$25.00
D-size scan		$12.50

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

GEOTECHNICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D 4318-05)	$ 179
CBR with 3-Point Proctor (ASTM D 1883-07)	$ 683
Compaction (ASTM D 1557-07/ASTM D 698-07; Methods A, B, and C)	
1 point	$ 105
4 points	$ 252
Consolidation (ASTM D 2435-04; with two timed rebounds)	$ 462
Direct Shear (ASTM D 3080-04)	
1 point	$ 255
3 points	$ 486
Moisture Content - Oven Method (ASTM D 2216-05)	$ 28
Moisture/Density (ASTM D 7263)	
Rings	$ 41
Shelby tubes	$ 41
Organic Content (ASTM D 2974)	$ 93
Particle-Size Analysis	
Sieve (ASTM C 117-04/ASTM C 136-06) (includes -200 Wash, Dry Sieve)	$ 139
Percent passing No. 200 (ASTM C 117-04/ASTM D 1140-00)	$ 87
Combined sieve and hydrometer (ASTM D 422-63)	$ 232
Oversize sieve analysis (ASTM C 117-04/ASTM C 136-06)	$ 232
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VII-13)	$ 406
In triaxial cell with back pressure saturation (ASTM D 5084-03)	$ 463
Flex wall with triaxial compression (ASTM D 5084/ASTM D 4767)	$ 627
pH of Soil (ASTM G 51)	$ 93
Resilient Modulus (AASHTO T 307-99)	
In situ sample	$ 662
Remolded sample (includes compaction and sample preparation)	$ 992
Rice Density (ASTM D 2041)	$ 139
Soil Resistivity (ASTM G 57)	$ 214
Specific Gravity	
Bulk Specific Gravity - Asphalt (Parafilm coated) (ASTM D 1188)	$ 52
Maximum Specific Gravity - Asphalt (Rice) (ASTM D 2041)	$ 105
Bulk Specific Gravity - Asphalt (ASTM D 2726)	$ 18
Coarse Aggregate (ASTM C 127)	$ 83
Fine Aggregate (ASTM C 128)	$ 110
Soil (ASTM D 854)	$ 116
Swell (ASTM D 4546)	
Method A	$ 365
Method B	$ 255
Method C	$ 637
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D 2850-03)	$ 353
Consolidated, undrained, 1 point (ASTM D 4767-06)	$ 463
Consolidated, undrained, strength envelope (ASTM D 4767-06)	$1,389
Load-controlled cyclic (ASTM D 5311)	$1,389
Unconfined Compression	
Unconfined compression of undisturbed soil samples (ASTM D 2166-06)	$ 133
Unconfined compression of cement-treated soils (ASTM D 1633-00)	$ 90
Sample preparation (per hour)	$ 72

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

KPG, P.S.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11-13-17

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☑ Agency Official

☐ Other

of the City of Des Moines , and KPG, P.S.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KPG, P.S.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11-13-17

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

KPG, P.S.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11-13-17

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: KPG, P.S.

Signature

Principal
Title

11-13-17
Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ NOT APPLICABLE .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ NOT APPLICABLE .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ NOT APPLICABLE .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Parametrix, Inc.	
Address: 1019 39th Ave SE, Suite 100, Puyallup, WA 98374	Federal Aid Number: N/A
UBI Number: 600 135 349	Federal TIN or SSN Number: 91-0914810
Execution Date:	Completion Date: December 31, 2019
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☐ Yes ☑ No
Project Title: City of Des Moines 2018-2019 On-Call Civil Engineering Services	
Description of Work: Provide on-call engineering services as requested.	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: 1,000,000

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges, P.E., Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

If to CONSULTANT:
Name: John Perlic
Agency: Parametrix, Inc.
Address: 1019 39th Avenue SE, Suite 100
City: Puyallup State: WA Zip: 98374
Email: jperlic@parametrix.com
Phone: 253-604-6600
Facsimile: 855-542-6353

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges, P.E., Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date 11/8/17
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit "A"
Scope of Work
2018-2019 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected Parametrix, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Parametrix, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2018 through December 31st, 2019. Parametrix, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2019, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2020. No new work shall be authorized after December 31st, 2019 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent tack order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D and E, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D and E for the life of this Agreement. Overhead calculations are included in Exhibits D and E, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Tack Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less then 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05

Exhibit B
DBE Participation

DBE Participation goals will be determined for each Task Assignment issued.

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Hard copy field books, raw data, collection files, text point files (comma delineated)

B. Roadway Design Files

AutoCAD, C3D

C. Computer Aided Drafting Files

AutoCAD, C3D

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency will retain the right to review all deliverables referenced in the specific scopes of work for each Task Order Agreement.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in the specific scopes of work for each Task Order Agreement.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency-furnished services and information as outlined in the specific scopes of work for each Task Order Agreement.

II. Any Other Electronic Files to Be Provided

As deemed necessary by agreement of the AGENCY and CONSULTANT.

III. Methods to Electronically Exchange Data

FTP, Email, and CD or DVD

A. Agency Software Suite

AutoCAD, C3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D
Prime Consultant Cost Computations

Project: City of Des Moines 2016-2017 On-Call Civil Engineering Services

Direct Salary Cost (DSC):

Classification	Man Hours	=	Rate	=	Cost
Project Manager		X	$75.24		$0.00
Traffic Engineer		X	$41.42		$0.00
Surface Water Management Lead		X	$84.29		$0.00
Surface Water Management-Stormwater		X	$78.80		$0.00
Environmental/Permit Acquisition		X	$72.80		$0.00
Environmental/Permitting/ Wetlands		X	$55.00		$0.00
Structural Engineer		X	$66.97		$0.00
Civil Plan Review		X	$55.91		$0.00
Survey		X	$54.47		$0.00
Water and Wastewater Engineer		X	$60.95		$0.00
Construction Management		X	$89.59		$0.00
Construction Inspection		X	$55.00		$0.00
Construction Documentation		X	$39.05		$0.00
		X			$0.00
		X			$0.00
		X			$0.00
		X			$0.00
		X			$0.00
		X			$0.00
			Total DSC	=	$0.00

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of	187.76	% x $	$0.00	$0.00

Fixed Fee (FF):

FF Rate x DSC of	30	% x $	$0.00	$0.00

Reimbursables:

Itemized $0.00

Subconsultants: (See Exhibit E)

Grand Total $0.00

Cindy Clark, P.E. Date: 11/7/2017

Note: See WSDOT overhead approval letter on the following page.

Agreement Number:

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 2, 2017

Holli Moeini, CFO
Parametrix, Inc.
1019 39th Ave. SE, Suite 100
Puyallup, WA 98374-2115

Dear Ms. Moeini:

We have performed a cognizant review of the audit, and supporting workpapers, of the Parametrix, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended 12/30/2016 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Clark Nuber, PS. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.*

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits, and General Overhead, and the related Auditor's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards. Accordingly, we recommend acceptance of the following rates:

Combined/Corporate: 187.40%
Facilities Capital Cost of Money (FCCM): 0.36%

Sincerely,

Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Erik Jonson, Contracting Services Manager
File

PARAMETRIX, INC.

Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended December 30, 2016

Description	General Ledger Balance for the Fiscal Year Ended December 30, 2016	Unallowable Expenses	Ref.	Proposed Amount	Percent
Direct Labor	$ 18,545,235	$ -		$ 18,545,235	100.00%
Fringe Benefits:					
Vacation, sick leave, holidays	3,974,880			3,974,880	21.43%
Payroll taxes	2,884,613	(16,176)	E	2,868,437	15.47%
Medical insurance	2,830,542			2,830,542	15.26%
ESOP Retirement Plan	2,000,000			2,000,000	10.78%
Total Fringe Benefits	**11,690,035**	**(16,176)**		**11,673,859**	**62.95%**
General Overhead:					
Administrative salaries	7,279,834	(94,008)	A	7,185,826	38.75%
Training salaries	344,508			344,508	1.86%
Bonuses/misc. salaries	1,559,624	(104,014)	B	1,455,610	7.85%
Direct selling salaries	1,123,692			1,123,692	6.06%
Bid and proposal salaries	2,484,248			2,484,248	13.40%
Advertising expense	128,422	(128,422)	C		0.00%
Direct selling expenses	157,599	(62,526)	D	95,073	0.51%
Excise and personal property taxes	803,447			803,447	4.33%
Insurance	626,297			626,297	3.38%
Office rent	3,807,845			3,807,845	20.53%
Office expenses and supplies	195,158	(48,972)	F	146,186	0.79%
Staff appreciation, awards	174,838	(168,288)	G	6,550	0.04%
Printing, copier/printer supplies	98,695			98,695	0.53%
Telephone	457,087			457,087	2.46%
Depreciation and amortization (including gain/loss on disposal)	1,225,206	(23,611)	H	1,201,595	6.48%
Business meals	38,296	(38,296)	I		0.00%
Auto expense	407,497	(18,495)	J	389,002	2.10%
Billed in-house mileage	(365,932)			(365,932)	-1.97%
Office travel	471,023	(80,014)	K	391,009	2.11%
Subscriptions, library material, dues	146,386	(18,432)	L	127,954	0.69%
Donations	78,880	(78,880)	M		0.00%
Professional licenses	20,420			20,420	0.11%
Postage, couriers, freight	38,605			38,605	0.21%
Training/education	305,385	(17,551)	N	287,834	1.55%
Equipment/supplies	299,734			299,734	1.62%
Billed in-house equipment	(202,037)			(202,037)	-1.09%
Office furniture	9,353			9,353	0.05%
Computer supplies/software	1,499,672			1,499,672	8.09%
Billed in-house computer charges					0.00%
Recruiting costs	51,203	(31)	O	51,172	0.28%
Payroll, legal and audit	227,214	(80,775)	P	146,439	0.79%
Temporary labor	845			845	0.00%
Consulting services	464,273	(67,917)	Q	396,356	2.14%
Employee relocation costs	15,087			15,087	0.08%
Bad debts	39,070	(39,070)	R		0.00%
Office moving/remodeling	32,328			32,328	0.17%
Utilities/building maintenance	104,117			104,117	0.56%
Interest, bank charges	4,320	(2,514)	S	1,806	0.01%
Total General Overhead	**24,152,239**	**(1,071,816)**		**23,080,423**	124.45%
Total Indirect Costs	**$ 35,842,274**	**$ (1,087,992)**		**$ 34,754,282**	187.40%
Percentage of Direct Labor (Less FCC)	**193.27%**			**187.40%**	
Facilities cost of capital (FCC)		66,084	T	66,084	0.36%
				$ 34,820,366	
Percentage of Direct Labor (Includes FCC)				**187.76%**	

See accompanying notes.

PARAMETRIX, INC.

Statement of Direct Labor, Fringe Benefits and General Overhead Continued
For the Fiscal Year Ended December 30, 2016

References

A. Labor costs incurred in defense of contract performance issues per 48 CFR 31.205-47(f)(5)(A); Labor costs incurred in connection with an acquisition per 48 CFR 31.205-47(f)(2); Collection costs unallowable per 48 CFR 31.205-3.

B. Share-value based bonuses unallowable per 48 CFR 31.205-6(i); Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2). Gifts unallowable per 48 CFR 31.205-13(b). Prior period cost unallowable per 31.203(g).

C. Advertising unallowable per 48 CFR 31.205-1(b); Promotional materials unallowable per 48 CFR 31.205-1(f)(5).

D. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51. Excess lodging and per diem unallowable per 48 CFR 31.205-46.

E. Fringe benefits associated with labor deemed unallowable per 48 CFR 31.201-6(a).

F. Gifts unallowable per 48 CFR 31.205-13(b).

G. Entertainment unallowable per 48 CFR 31.205-14. Gifts unallowable per 48 CFR 31.205-13(b). Alcohol unallowable per 48 CFR 31.205-51.

H. Amortization unallowable per 48 CFR 31-205.49.

I. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51.

J. Personal use portion of vehicle unallowable per 48 CFR 31.205-6(m)(2).

K. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51.

L. Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; Lobbying unallowable per 48 CFR 31.205-22(c).

M. Donations unallowable per 48 CFR 31.205-8.

N. Excess lodging and per diem unallowable per 48 CFR 31.205-46; Entertainment unallowable per 48 CFR 31.205-14.

O. Excess lodging and per diem unallowable per 48 CFR 31.205-46; Entertainment unallowable per 48 CFR 31.205-14.

P. Legal costs incurred in defense of contract performance issues unallowable per 48 CFR 31.205-47(f)(5)(A). Legal and accounting costs incurred in connection with an acquisition per 48 CFR 31.205-47(f)(2). Collection costs unallowable per 48 CFR 31.205-3; Direct project costs unallowable per 48 CFR 31.202(a).

Q. Unallowable public relations and advertising costs per 48 CFR 31.205-1. Prior period cost unallowable per 31.203(g).

R. Bad debt unallowable per 48 CFR 31.205-3.

S. Interest unallowable per 48 CFR 31.205-20.

T. Cost of money adjustments per 48 CFR 31.205-10(a).

See accompanying notes.

PARAMETRIX, INC.

Notes to Financial Statement
For the Fiscal Year Ended December 30, 2016

Note 7 - Continued

The ESOP Plan provides for cash payments on the appraised value of the stock held by the ESOP for the employee upon the termination of employment through a repurchase of shares by the plan or by the Company. The Company obtains valuations of the Company's stock from a qualified independent valuation consultant at year end, and on intervening dates coincident with significant issuances or redemptions of shares. The ESOP plan complies with the applicable requirements of FAR 31.205-6(q).

Note 8 - Description of Depreciation and Leasing Policies

Certain assets are purchased or acquired under capitalized leases and depreciated. Other assets are under operating leases and are considered lease expenses. Both costs are included in the indirect cost pool. The straight-line depreciation method reflected on the Company's financial statement is also used for the indirect cost rate schedule. Since the financial statement amounts included in the indirect cost pool are lower than the amounts used for Federal tax purposes, the amounts included in the indirect cost rate schedule are allowable under FAR 31.205-11(e).

Note 9 - Description of Related Party Transactions

Certain employees have personal usage of company vehicles. The value of personal use of vehicles is determined based on Internal Revenue Code guidelines and included in the employee's taxable wages. Amounts attributable to the personal usage of company vehicles totaled $12,163 for 2016 and were disallowed in compliance with FAR 31.205-6(m)(2).

During the fiscal year ended December 30, 2016, the Company assumed a lease as part of an acquisition. The associated building is owned by an employee; however, the employee has no direct financial interest in the Company.

Note 10 - Facilities Capital Cost of Money (FCCM)

The cost of money rate has been calculated in accordance with FAR 31.205-10, using average net book values of equipment and facilities multiplied by the average treasury rate for the applicable period. Equipment and facilities include furniture and fixtures, computer equipment, software, vehicles and leasehold improvements. The calculation was made as follows:

Average net book value of corporate assets	$ 3,020,996
Average treasury rate	2.19%
Computed Facilities Capital	**$ 66,084**
Direct labor base	$ 18,545,235
Cost of money rate	0.36%

Certification of Final Indirect Costs

Firm Name: Parametrix, Inc.

Indirect Cost Rate Proposal: 187.76%

Date of Proposal Preparation (mm/dd/yyyy): 2/27/2017

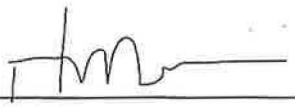
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/2/2016 to 12/30/2016

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Holli Moeini

Title: Executive Vice President and Chief Financial Officer

Date of Certification (mm/dd/yyyy): 3/16/2017

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
http://www.fhwa.dot.gov/legsregs/directives/orders/4701a.htm

Exhibit E
Sub-consultant Cost Computations

Project: City of Des Moines 2018-2019 On-Call Civil Engineering Services

Subconsultant: Icicle Creek Engineers, Inc.

Job Title/Classification	Hourly Rate	Overhead	Profit	Rate Per Hour
Principal				$200.00
Associate				$182.00
Senior Project				$166.00
Project				$137.00
Senior Staff				$117.00
Staff				$106.00
Senior Technician				$93.00
Technician				$86.00
Support				$81.00

STATE OF WASHINGTON
OFFICE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES
1110 Capitol Way South, Suite 150 · PO Box 41160 · Olympia, WA 98504-1160
(360) 664-9750 · Toll free 1-866-208-1064 · Fax (360) 586-7079

January 18, 2017

Kathy S Killman
Icicle Creek Engineers Inc.
29335 NE 20th St
Carnation, WA 98014

Certification Number: W2F0020189

Dear Kathy S Killman,

Congratulations! The Washington State Office of Minority and Women's Business Enterprises (OMWBE) is pleased to recertify Icicle Creek Engineers Inc. as a Women's Business Enterprise for the State program. The certification is based on the following:

Business Description:
Geotechnical, geological, environmental, and permitting consulting services.

North American Industry Classification System (NAICS) Codes:

541330 - Geological engineering services
541620 - Environmental consulting services
541380 - Soil testing laboratories or services

The state program requires the firm to be reviewed for recertification every three years from the anniversary date. Your certification anniversary date is November 02, 2019. OMWBE will email notice of the firm's recertification approximately seventy-five (75) days prior to anniversary date. The firm will remain certified pending completion of OMWBE's review. Failure to timely submit the forms may result in the firm being decertified.

The state program requires the firm to notify OMWBE in writing of any changes in its ownership, control, size or activities, and provide supporting documentation describing the change(s). This information must be submitted within thirty (30) days of the change(s) using the forms found on our website: http://omwbe.wa.gov/certification/.

If you have any questions or need assistance, please do not hesitate to contact me at (360) 664-9750.

Sincerely,

Ashley Bazurto
Certification Analyst

Be sure to sign up in the Washington's Electronic Business Solutions (WEBS) if you wish to receive solicitation notices from state agencies, local and tribal governments and non-profit organizations throughout Washington State. If you have any questions about WEBS, please contact the Department of Enterprise Services at 360-902-7400 or webscustomerservice@des.wa.gov. Learn more about doing business with the state: http://bit.ly/DoBizWithWA.

ICICLECREEK ENGINEERS

November 7, 2017

Cindy Clark, PE
Parametrix, Inc.
1019 – 39th Avenue NE, Suite 100
Puyallup, Washington 98374

Overhead Rate Schedule and
Fully-Burdened Hourly Rates
City of Des Moines 2018-2019
On-Call Civil Engineering Services
Des Moines, Washington
ICE File No. 1082-000

Icicle Creek Engineers (ICE) has been requested by Parametrix to provide an audited overhead rate schedule for the above-referenced contract for the City of Des Moines. The purpose of this letter is to notify you that ICE does not have an audited overhead rate schedule available. As a small business, currently with six employees, our accounting structure does not readily accommodate overhead rate calculations.

Below are the highest anticipated fully-burdened hourly billing rates for the On-Call Services. ICE certifies that we have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

Classification	Hourly Billing Rate
Principal	$200
Associate	$182
Senior Project	$166
Project	$137
Senior Staff	$117
Staff	$106
Senior Technician	$93
Technician	$86
Support	$81

ICE also certifies that we have a labor-charging/timekeeping system that is complete and sufficiently detailed to allow for a proper determination of the consultant's direct and indirect labor costs.

We appreciate the opportunity to provide geotechnical services to Parametrix and the City of Des Moines for this contract. Please contact me if you require additional information regarding our hourly rates.

Yours very truly,
Icicle Creek Engineers, Inc.

Kathy S. Killman, LEG
President/Principal Engineering Geologist

ICE Document ID: 1082000.OverheadLetter

Submitted via email (pdf)
cc: Lauren Jones and Christy Pope, Parametrix (email)

Exhibit E
Sub-consultant Cost Computations

Project: City of Des Moines 2018-2019 On-Call Civil Engineering Services

Subconsultant: Statistical Research, Inc.

Job Title/Classification	Hourly Rate	Overhead 155.04%	Profit 30%	Rate Per Hour
Project Manager - Robby Heckman	$48.08	$74.54	$14.42	$137.05
Principal Investigator - Sarah Van Galder	$29.75	$46.12	$8.93	$84.80
Project Director - Stephanie Jolivette	$27.65	$42.87	$8.30	$78.81
Crew Chief - Sarah Hibdon	$18.00	$27.91	$5.40	$51.31
Archaeological Technician - Staff	$18.00	$27.91	$5.40	$51.31
Geospatial - Sarah Hibdon	$18.00	$27.91	$5.40	$51.31
Production Manager - Maria Molina	$34.50	$53.49	$10.35	$98.34
Graphics - Staff	$20.66	$32.03	$6.20	$58.89
Accounting - Janet Grenda	$48.08	$74.54	$14.42	$137.05

Note: See WSDOT ICR for FYE 2105, overhead justification letter on the following page.

Washington State
Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 1, 2016

Statistical Research, Inc.
21 W. Staurt Avenue
Redlands, CA 92374

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Ms. Janet Grenda:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 155.04%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

☐ WSDOT Agreements
☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

STATISTICAL RESEARCH, INC.

INDIRECT COST RATE SCHEDULE
FOR THE YEAR ENDED DECEMBER 31, 2015

Description	Note Reference	Costs In Accordance with GAAP Financial Statements	Adjustments	Costs Allowable Per FAR Part 31
Direct Labor		$ 2,522,547	$ -	$ 2,522,547
Fringe Benefits				
Group Health Insurance		337,075	-	337,075
Labor - Holiday		175,981	-	175,981
Labor - Vacation/Sick		283,429	-	283,429
Officers' Life Insurance		38,568	-	38,568
Workers Compensation		38,146	-	38,146
Payroll Taxes		392,778	-	392,778
401(k) Employer Match		139,510	-	139,510
Total Fringe Benefits		$ 1,405,487	$ -	$ 1,405,487
General & Administrative Expenses				
401(k) administration		9,348	-	9,348
Accounting and Legal Services		96,035	-	96,035
Automobile Expenses		5,504	-	5,504
Communication		103,074	-	103,074
Computer Related Expenses		54,768	-	54,768
Contributions	8a.	600	(600)	-
Depreciation		218,757	-	218,757
Dues and Subscriptions	8b.	9,668	(5,229)	4,439
Equipment Lease and Repairs & Maintenance		22,260	-	22,260
Facilities Rent and Repairs & Maintenance	8c.	355,096	(36,230)	318,866
Gain/Loss on Sale of Assets		(1,893)	-	(1,893)
General & Liability Insurance		85,303	-	85,303
Interest Expense	8d.	28,155	(28,155)	-
Labor - Professional Development		32,606	-	32,606
Licenses, Fees, and Permits		5,347	-	5,347
Meals and Entertainment	8e.	27,332	(20,199)	7,133
Office Supplies		34,871	-	34,871
Other General Expenses	8f.	44,068	(692)	43,376
Other Professional Services		10,671	-	10,671
Payroll Processing Fees		12,034	-	12,034
Printing and Reproduction		12,338	-	12,338
Salary & Administration Management Services		1,754,633	-	1,754,633
Sponsorships		1,000	-	1,000
Storage Rental		12,598	-	12,598
Taxes - Property		6,701	-	6,701
Taxes - State		16,358	-	16,358
Travel	8g.	33,348	(869)	32,479
Utilities		51,094	-	51,094
Total General & Administrative		$ 3,041,674	$ (91,974)	$ 2,949,700
Total Indirect Costs		$ 4,447,161	$ (91,974)	$ 4,355,187
Indirect Cost Rate - Percentage of Direct Labor				172.65%

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THE INDIRECT COST RATE SCHEDULE

This document is proprietary and confidential.
No part of this document may be disclosed in any manner to a third party without the prior written consent of Statistical Research, Inc.

Exhibit E
Sub-consultant Cost Computations

Project: City of Des Moines 2018-2019 On-Call Civil Engineering Services

Subconsultant: Universal Field Services, Inc.

Job Title/Classification	Hourly Rate	Overhead 52.31%	Profit 30%	Rate Per Hour
Project Oversight - QA/QC	$58.20	$30.44	$17.46	$106.10
Project Manager	$50.00	$26.16	$15.00	$91.16
Senior Acquisition Specialist	$44.50	$23.28	$13.35	$81.13
Senior Relocation Specialist	$44.50	$23.28	$13.35	$81.13
Acquisition Specialist	$38.00	$19.88	$11.40	$69.28
Relocation Specialist	$38.00	$19.88	$11.40	$69.28
Title / Escrow Specialist	$31.00	$16.22	$9.30	$56.52
Senior Administrative Specialist	$27.00	$14.12	$8.10	$49.22

Note: See 52.31% overhead justification letter on the following page.

Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

February 27, 2016

Universal Field Services
6737 S. 85th East Avenue
Tulsa, OK 74133

Subject: Acceptance FYE 2016 ICR – Cognizant Review

Dear Mr. Mitch Legel:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 52.31% based on the "Cognizant Review" from Stanfield & O'Dell. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Parametrix, Inc.
whose address is
1019 39th Avenue SE, Suite 100, Puyallup, WA 98374
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date 11/8/17

Agreement Number:

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☐ Agency Official

☐ Other

of the City of Des Moines , and Parametrix, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/8/17

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/8/17

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 2018-19 On-Call Civil Engineering Svcs * are accurate, complete, and current as of November 8, 2017 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Parametrix, Inc.

Signature

Senior Vice President
Title

Date of Execution***: 11/8/17

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Local Agency Professional Services
Cost Plus Fixed Fee Consultant Agreement

Agreement Number: Does this Require DES filing? ☐ Yes ☐ No

Firm/Organization Legal Name (do not use dba's): Tetra Tech, Inc	
Address: 1420 5th Avenue, Suite 600, Seattle WA 98101	Federal Aid Number:
UBI Number: 601-077148	Federal TIN or SSN Number: 95-4148514
Execution Date:	Completion Date: December 31, 2019
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☐ Yes ☑ No
Project Title: City of Des Moines for 2018-2019 General On-Call Civil Engineering Services	
Description of Work: On-Call Civil Engineering Services	
☐ Yes % ☑ No DBE Participation ☐ Yes % ☑ No MBE Participation ☐ Yes % ☑ No WBE Participation ☐ Yes % ☑ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: $1,000,000

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines and Tetra Tech, Inc
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26 shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, is required to enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges, P.E., Executive MPA
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Monies State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

If to CONSULTANT:
Name: Chuck Purnell
Agency: Tetra Tech, Inc
Address: 1420 5th Avenue, Suite 600
City: Seattle State: WA Zip: 98101
Email: Chuck.Purnell@tetratech.com
Phone: 206-883-9322
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES.
Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT' Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund (MRF): The AGENCY may desire to establish a MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J." In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or the AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or the AGENCY, their agents, officers and employees by the CONSULTANT, their agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges, P.E., Executive MPA
Agency: Cit of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the AGENCY

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

11/15/2017
Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No.

Agreement Number:

Exhibit "A"
Scope of Work
2018-2019 On-Call General Civil Engineering Services

GENERAL
The City of Des Moines (City) has selected Tetra Tech, Inc (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Tetra Tech, Inc agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2018 through December 31st, 2019. Tetra Tech, Inc will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2019, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2020. No new work shall be authorized after December 31st, 2019 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent tack order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Exhibit D and E, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D and E for the life of this Agreement. Overhead calculations are included in Exhibits D and E, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION
Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Tack Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less then 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Formal Task Assignment Document

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

DOT Form 140-089 EF Formal Task Assignment
Revised 6/05

Exhibit B
DBE Participation

DBE Participation goals will be determined for each Task Assignment issued.

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Hard copy field books, raw data, collection files, text point files (comma delineated)

B. Roadway Design Files

AutoCAD, C3D

C. Computer Aided Drafting Files

AutoCAD, C3D

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have right to review all deliverable referenced in the specific scopes of work for each Task Order Assignment.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in the specific scopes of work for Task Order Assignment.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency-furnished services and information as outlined in the specific scopes of work for each Task Order Agreement.

II. Any Other Electronic Files to Be Provided

As deemed necessary by agreement of the Agency and Consultant.

III. Methods to Electronically Exchange Data

FTP, Email, and CD/DVD

A. Agency Software Suite

AutoCad, C3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, ZIP Files, Word, Excel

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Firm Name: Tetra Tech

Invoiced Labor rates may be less than the DLR rate shown per job classification but, May not exceed the NTE Rate

Job Classifications	2018 Direct Labor Rates NTE	Overhead 165.78% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Principle	$ 98.00	$ 162.46	$ 29.40	$ 289.86
		$ -	$ -	$ -
Sr. Project Manager Structual Engineer	$ 80.00	$ 132.62	$ 24.00	$ 236.62
Sr. Project Manager Engineer	$ 75.00	$ 124.34	$ 22.50	$ 221.84
Project Manager	$ 70.00	$ 116.05	$ 21.00	$ 207.05
Sr. Engineer/Scientist	$ 70.00	$ 116.05	$ 21.00	$ 207.05
Staff Engineer/Scientist	$ 55.00	$ 91.18	$ 16.50	$ 162.68
Jr Engineer/Scientist	$ 35.00	$ 58.02	$ 10.50	$ 103.52
		$ -	$ -	$ -
CADD Designer	$ 47.00	$ 77.92	$ 14.10	$ 139.02
Sr. CADD Tech	$ 35.00	$ 58.02	$ 10.50	$ 103.52
CADD Tech	$ 30.00	$ 49.73	$ 9.00	$ 88.73
		$ -	$ -	$ -
Sr. Project Admin	$ 36.00	$ 59.68	$ 10.80	$ 106.48
Project Admin	$ 26.00	$ 43.10	$ 7.80	$ 76.90
		$ -	$ -	$ -
Sr. Project Controls Specialist	$ 40.00	$ 66.31	$ 12.00	$ 118.31
Project Controls Specialist	$ 30.00	$ 49.73	$ 9.00	$ 88.73
		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -

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Olympia, WA 98504-7300
360-705-7000
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www.wsdot.wa.gov

April 24, 2017

Tetra Tech A&E Division
1420 Fifth Avenue, Suite 550
Seattle, WA 98101

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Ms. Erin Walton:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 165.78% based on the "Independent CPA Report," prepared by Mayer Hoffman McCann, P.C.. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Sub-Consultant Firm Name: 1 Alliance Geomatics

Invoiced Labor rates may be less than the DLR rate shown per job classification but, May not exceed the NTE Rate

Job Classifications	2018 Direct Labor Rates NTE	Overhead 124.83% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Principal Surveyor	$ 80.00	$ 99.86	$ 24.00	$ 203.86
Survey Project Manager	$ 55.00	$ 68.66	$ 16.50	$ 140.16
Assistant Survey PM	$ 35.00	$ 43.69	$ 10.50	$ 89.19
Project Surveyor	$ 45.00	$ 56.17	$ 13.50	$ 114.67
Survey Tech 5	$ 44.00	$ 54.93	$ 13.20	$ 112.13
Survey Tech 4	$ 40.00	$ 49.93	$ 12.00	$ 101.93
Survey Tech 3	$ 35.00	$ 43.69	$ 10.50	$ 89.19
Survey Tech 2	$ 30.00	$ 37.45	$ 9.00	$ 76.45
Survey Tech 1	$ 25.00	$ 31.21	$ 7.50	$ 63.71
Admin	$ 30.00	$ 37.45	$ 9.00	$ 76.45
		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
		$ -	$ -	$ -
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Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

September 6, 2017

1 Alliance Geomatics
1261A - 120th Avenue NE
Bellevue, WA 98005

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Mr. Michael Paradis:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 124.83%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Sub-Consultant Firm Name: Amec Foster Wheeler

Invoiced Labor rates may be less than the DLR rate shown per job classification but, May not exceed the NTE Rate

Job Classifications	2018 Direct Labor Rates NTE	Overhead 145.57% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
		$ -	$ -	$ -
Professional Level 1	12.31	17.91	3.69	33.91
Professional Level 2	13.94	20.30	4.18	38.43
Professional Level 3	15.58	22.68	4.67	42.94
Professional Level 4	17.23	25.08	5.17	47.48
Professional Level 5	18.87	27.47	5.66	52.00
Professional Level 6	20.51	29.85	6.15	56.51
Professional Level 7	22.14	32.24	6.64	61.02
Professional Level 8	23.79	34.64	7.14	65.57
Professional Level 9	25.43	37.02	7.63	70.08
Professional Level 10	27.07	39.40	8.12	74.59
Professional Level 11	30.38	44.22	9.11	83.71
Professional Level 12	33.11	48.19	9.93	91.23
Professional Level 13	36.04	52.46	10.81	99.30
Professional Level 14	39.17	57.01	11.75	107.93
Professional Level 15	42.53	61.90	12.76	117.19
Professional Level 16	45.73	66.57	13.72	126.01
Professional Level 17	49.55	72.13	14.86	136.54
Professional Level 18	53.24	77.49	15.97	146.70
Professional Level 19	56.92	82.86	17.08	156.86
Professional Level 20	60.61	88.22	18.18	167.01
Professional Level 21	64.29	93.59	19.29	177.17
Professional Level 22	67.98	98.95	20.39	187.32
Professional Level 23	71.66	104.32	21.50	197.48
Professional Level 24	75.35	109.68	22.60	207.64
Professional Level 25	79.03	115.05	23.71	217.79
Professional Level 26	87.13	126.84	26.14	240.10
Technician Level 1	8.40	12.23	2.52	23.15
Technician Level 2	9.35	13.60	2.80	25.75
Technician Level 3	10.29	14.98	3.09	28.36
Technician Level 4	11.24	16.35	3.37	30.96
Technician Level 5	12.18	17.73	3.65	33.56
Technician Level 6	13.13	19.11	3.94	36.17
Technician Level 7	14.18	20.63	4.25	39.06
Technician Level 8	15.23	22.16	4.57	41.96
Technician Level 9	16.28	23.69	4.88	44.85
Technician Level 10	17.85	25.98	5.36	49.19
Technician Level 11	19.43	28.28	5.83	53.53
Technician Level 12	21.53	31.33	6.46	59.32
Technician Level 13	24.15	35.16	7.25	66.55
Technician Level 14	26.78	38.98	8.03	73.78
Technician Level 15	29.40	42.80	8.82	81.02
Technician Level 16	32.87	47.84	9.86	90.57
Technician Level 17	34.65	50.44	10.40	95.49

Sub-Consultant Firm Name: Amec Foster Wheeler

Invoiced Labor rates may be less than the DLR rate shown per job classification but, May not exceed the NTE Rate

Job Classifications	2018 Direct Labor Rates NTE	Overhead 145.57% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Technician Level 18	42.00	61.14	12.60	115.74
Administrative Level 1	9.63	14.02	2.89	26.53
Administrative Level 2	11.48	16.71	3.44	31.63
Administrative Level 3	13.32	19.40	4.00	36.72
Administrative Level 4	15.17	22.09	4.55	41.81
Administrative Level 5	17.02	24.78	5.11	46.90
Administrative Level 6	18.87	27.47	5.66	52.00
Administrative Level 7	21.50	31.30	6.45	59.26
Administrative Level 8	24.66	35.90	7.40	67.97
Administrative Level 9	27.83	40.50	8.35	76.68
Administrative Level 10	52.50	76.42	15.75	144.67
		$ -	$ -	$ -

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360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 22, 2017

Amec Foster Wheeler Environment & Infrastructure, Inc.
11015 Lakewood Parkway, Suite 300
Alpharetta, GA 30009

Subject: Acceptance FYE 2016 ICR – Cognizant Review

Dear Mr. Eddie Goyne:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 145.57% of direct labor for the home office and 126.59% of direct labor for the field office based on the "Cognizant Review" from The Georgia Department of Transportation (GDOT). These rates will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:

Sub-Consultant Firm Name: Aspect Consulting, LLC

Invoiced Labor rates may be less than the DLR rate shown per job classification but, May not exceed the NTE Rate

Job Classifications	2018 Direct Labor Rates NTE	Overhead 213.55% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Principal II	$ 80.49	$ 171.89	$ 24.15	$ 276.53
Principal I	$ 76.30	$ 162.95	$ 22.89	$ 262.14
Senior Associate	$ 65.00	$ 138.80	$ 19.50	$ 223.29
Associate	$ 58.12	$ 124.11	$ 17.44	$ 199.66
Senior	$ 52.47	$ 112.05	$ 15.74	$ 180.26
Senior Project	$ 43.17	$ 92.18	$ 12.95	$ 148.30
Project	$ 39.38	$ 84.09	$ 11.81	$ 135.27
Senior Staff	$ 32.32	$ 69.02	$ 9.70	$ 111.03
Staff	$ 29.14	$ 62.22	$ 8.74	$ 100.10
Field/Construction Supervisor	$ 27.45	$ 58.61	$ 8.23	$ 94.29
Senior GIS/CAD Specialist	$ 36.10	$ 77.09	$ 10.83	$ 124.02
GIS/CAD Specialist	$ 25.75	$ 54.98	$ 7.72	$ 88.45
Senior Technical Editor	$ 35.34	$ 75.47	$ 10.60	$ 121.42
Technical Editor	$ 26.68	$ 56.98	$ 8.00	$ 91.66
Project Assistant	$ 29.28	$ 62.54	$ 8.79	$ 100.61
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Washington State Department of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 11, 2017

Aspect Consulting, LLC
350 Madison Avenue N
Bainbridge Island, WA 98110

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Ms. Trish Klimek:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 213.55% based on the "Independent CPA Report," prepared by CPA Consulting, Inc.. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Sub-Consultant Firm Name: Casseday Consulting

Invoiced Labor rates may be less than the DLR rate shown per job classification but, May not exceed the NTE Rate

Job Classifications	2018 Direct Labor Rates NTE	Overhead 100.26% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Principal Traffic Engineer	$ 80.00	$ 80.21	$ 24.00	$ 184.21
Traffic Analyst	$ 60.00	$ 60.16	$ 18.00	$ 138.16
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Washington State
Department of Transportation

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P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 31, 2017

Casseday Consulting
9726 NE 138th Place
Kirkland, WA 98034

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Ms. Katherine Casseday:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 100.26%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Sub-Consultant Firm Name: Macleod Reckord

Invoiced Labor rates may be less than the DLR rate shown per job classification but, May not exceed the NTE Rate

Job Classifications	2017 Direct Labor Rates NTE	Overhead 121.34% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Senior Advisor	$ 50.00	$ 60.67	$ 15.00	$ 125.67
Principal 1	$ 48.00	$ 58.24	$ 14.40	$ 120.64
Associate	$ 40.00	$ 48.54	$ 12.00	$ 100.54
Landscape Architect 1	$ 36.00	$ 43.68	$ 10.80	$ 90.48
Landscape Architect 2	$ 34.00	$ 41.26	$ 10.20	$ 85.46
Landscape Architect 3	$ 30.00	$ 36.40	$ 9.00	$ 75.40
Landscape Architect 4	$ 29.00	$ 35.19	$ 8.70	$ 72.89
Landscape Designer 1	$ 29.00	$ 35.19	$ 8.70	$ 72.89
Landscape Designer 2	$ 28.00	$ 33.98	$ 8.40	$ 70.38
Landscape Designer 3	$ 27.00	$ 32.76	$ 8.10	$ 67.86
CAD Technician 1	$ 29.00	$ 35.19	$ 8.70	$ 72.89
CAD Technician 2	$ 27.00	$ 32.76	$ 8.10	$ 67.86
Administrative 2 - Full Charge Bookkeeper	$ 28.00	$ 33.98	$ 8.40	$ 70.38
Administrative 3 - Marketing Manager	$ 28.00	$ 33.98	$ 8.40	$ 70.38
IT - Manager	$ 45.00	$ 54.60	$ 13.50	$ 113.10
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Washington State
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360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 11, 2017

MacLeod Reckord, PLLC
110 Prefontaine Place South, Suite 600
Seattle, WA 98104

Subject: Acceptance FYE 2016 ICR – Audit Office Review

Dear Ms. Mare McCormick:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2016 Indirect Cost Rate (ICR) of 121.34%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of Agency Official
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Tetra Tech, Inc
whose address is
1420 5th Avenue, Suite 600, Seattle WA 98101
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

TETRA TECH, INC.
Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/15/2017
Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☑ Agency Official

☐ Other

of the City of Des Moines , and Tetra Tech, Inc
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TETRA TECH, INC.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/15/2017

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

TETRA TECH, INC.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

11/15/2017

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 2018-2019 On-Call Engineering Services * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature _____ Title 4/15/2017

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

ATTACHMENT #2

CITY OF DES MOINES
ENGINEERING SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS
ON-CALL GENERAL CIVIL ENGINEERING SERVICES
2018 – 2019
Submittal Due Date: October 16, 2017

GENERAL SCOPE:

The City of Des Moines is requesting statements of qualifications for firms interested in providing on-call General Civil Engineering Services for various City projects and tasks. The selected consultant(s) shall be responsible for preparing and/or reviewing civil engineering plans and specifications and where necessary, associated NEPA and or SEPA, studies, reports, and permits. The selected consultant(s) will be responsible for review of engineering aspects of selected developer plans. The selected consultant(s) will also provide predesign studies and final design assistance in support of City capital projects, operations, and maintenance including but not limited to, projects selected from the City of Des Moines adopted Transportation Improvement Plan. The City may also require architectural, landscape and/or urban design services in support of capital projects possibly including, but not limited to, arterial corridor planning, preservation of historic structures and/or improvements in the city center. The selected consultant(s) shall be available on an as-needed basis from January 1, 2018 to December 31, 2019. One or more consultant contracts will be considered under this solicitation, each with a maximum cost of up to $1,000,000, incurred under multiple task order assignments. The Consultant(s) will be expected to respond on short notice to requests for technical services to resolve urgent task orders.

PROFESSIONAL SERVICES REQUIRED:

It is the intent of the City of Des Moines that the selected firm(s) will have experience in accomplishing similar work for municipal clients. The ideal firm(s) would be able to provide civil engineering services including the specialty areas of bridge and structural engineering, geotechnical engineering, pavement and roadway design, traffic engineering, transportation planning including preparation of comprehensive transportation plans, corridor studies and traffic impact fee programs, surface water management plans, utility plans, construction engineering and construction management. Other services requested of the selected consultant(s) may include architectural, historic preservation, survey, wetlands & environmental studies, permit acquisition, right-of-way services, materials testing, grant preparation, public outreach and other related work.

It is anticipated that the City of Des Moines may select firms in the following (but not limited to) categories:

- General Civil Engineering – All services as illustrated above
- Structural Engineering – General and Bridge Services
- Geotechnical Engineering – General Services
- Environmental Engineering – General and Permitting Services

Work performed under this scope will consist of individually negotiated task order assignments processed under a consultant agreement. Work will be based upon a project scope that may involve any one or a combination of disciplines and expertise and therefore may require the participation of one or several individual specialists. Work on scoping and/or preparation of the individual task order assignments is not reimbursable.

In the case of projects covering two or more distinct phases, when the cost for the second phase depends on decisions reached during the first phase, the task order assignment should cover only the first phase. The consultant agreement(s) for preliminary engineering will state that the consultant may be considered for subsequent phases upon satisfactory performance on prior work and upon negotiation of an agreement for the subsequent phase(s). The City of Des Moines is not obligated to use the same consultant firm for all phases. Separate consultant task order assignments may be considered for each phase (e.g., one for preliminary engineering and another for construction engineering).

RFQ SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA:

Responses to this Request for Qualifications shall be limited to fifteen (15) single-sided pages, not including cover letter. A minimum of three references pertaining to the requested services must be listed, with current phone numbers and contact persons as a part of the RFQ. In addition, the consultant may submit a brochure describing the general capabilities of their firm along with the RFQ.

The RFQ's will be evaluated by a selection committee. If the selection committee cannot make definitive consultant selections, the City may choose to conduct oral interviews of top ranking firms. The committee will ultimately select Civil Engineering firms to be included on an on-call roster for 2018-2019.

The selection committee will use, but will not be limited to, the following criteria for consultant selection:

- Consultant's specialized experience and technical competence in performing the type of work requested in the general scope of work under one of the categories listed. The proposal document should list work experience specific to the consultant's staff members who would work for the City under this contract. (45 points)
- Demonstrated ability to perform work in a timely manner. (20 points)
- Demonstrated ability to be responsive, meet schedules and manage budgets. (30 points)
- Demonstrated ability to successfully work with municipalities and regulatory agencies. (25 points)
- Experience and ability to work on federally funded projects consistent with state and national requirements. (30 points)
- Demonstrated ability and approach to meet Disadvantaged Business Enterprises (DBE) goals for any phase or type of work assigned by the City. (DBE Participation Plan - Mandatory Minimum Criteria)

Total maximum points: 150

The City of Des Moines in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Five (5) copies of the response to this RFQ must be delivered to the City of Des Moines, 21650 11th Avenue South, Des Moines, WA 98198, Attention: Andrew Merges, by **4:00 PM on October 16, 2017**. Questions regarding this Request for Qualifications should be directed in writing, via e-mail only, to Andrew Merges, at amerges@desmoineswa.gov by 12:00 PM October 9, 2017. City written responses, if applicable, will be available to interested parties on or before the COB October 11, 2017.

Published in the Daily Journal of Commerce: September 25 and October 2, 2017.

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):	
Address	Federal Aid Number
UBI Number	Federal TIN or SSN Number
Execution Date	Completion Date
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No
Project Title	
Description of Work	
☐ Yes ☐ No DBE Participation ☐ Yes ☐ No MBE Participation ☐ Yes ☐ No WBE Participation ☐ Yes ☐ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A Scope of Work
Exhibit B DBE Participation/SBE Plan
Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D Prime Consultant Cost Computations
Exhibit E Sub-consultant Cost Computations
Exhibit F Title VI Assurances
Exhibit G Certification Documents
Exhibit H Liability Insurance Increase
Exhibit I Alleged Consultant Design Error Procedures
Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:
Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."

5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

Agreement Number:

Exhibit B
DBE Participation

Agreement Number:

Exhibit C
Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of _____
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

of the , and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of * are accurate, complete, and current as of **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
2018 Vehicle and Equipment Purchase

ATTACHMENTS:
1. 2018 Vehicle Purchases:
   - PO for 5 Yard Dump Truck PBPW 11/27/2017 #029
   - PO for Dump Truck Body PBPW 11/27/2017 #030
   - PO for three (3) Sanders PBPW 11/27/2017 #031
   - PO for one (1) Ford F-450 Truck PBPW 11/27/2017 #032
   - PO for two (2) PD Admin Vehicles PBPW 11/27/2017 #033
   - PO for PD Admin Vehicle Setup PBPW 11/27/2017 #034
   - PO for two (2) PD Patrol Vehicles PBPW 11/27/2017 #035
   - PO for PD Patrol Vehicle Setup PBPW 11/27/2017 #036
   - PO for one (1) Ballfield Rake PBPW 11/27/2017 #037

FOR AGENDA OF: December 7, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 28, 2017

CLEARANCES:
[ ] Community Development N/A
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Public Works RBC

CHIEF OPERATIONS OFFICER:_____

[X] Legal TG
[X] Finance CP
[ ] Courts N/A
[ ] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council authorization to purchase 4 Police vehicles; the accompanying light and electronic set-up of said 4 Police vehicles; 1 Public Works 5-yard dump truck; 1 Public Works Ford F-450 work truck; 3 Public Works V-Hopper Sanding Body attachments; and 1 Public Works Sand Pro ballfield rake, consistent with the adopted 2018 Budget. The purchase orders for these purchases are included at Attachment 1. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve the purchase of vehicles and equipment identified in Attachment 1 for a total amount of $510,657.16, and to authorize the City Manager or the City Manager's designee to sign the purchase orders substantially in the form as attached."

Background

The adopted 2018 Budget includes the replacement of the following vehicles and equipment: 4 (4) new Police Department fleet vehicles; one (1) Public Works SWM 5-yard Dump Truck; one (1) Public Works SWM 1-ton utility truck; three (3)789 Puhlic Works Streets V-hopper Sanding body attachments; and one (1) Public Works Parks Sand Pro ball field rake.

Given that the combined total of these purchases is over the City Manager's authorized signing autbority of $50,000, Council approval is necessary for these purchases.

Discussion

Police Department
The adopted 2018 Budget includes the replacement of the four (4) new Police Department fleet vehicles. The new vehicles are 2018 Ford Police AWD Interceptors Midsize Utility Model (Ford Explorers) and two will be set up as patrol vehicles in the standard color of hlack bodies with white doors and two will be set up as Administration vehicles in the silver color with no markings. The total price for the two patrol vehicles including tax, equipment and set up fees will bc $116,442.46 or $58,221.23 per vehicle. The total price for the two administration vehicles including tax, equipment and set up fees will be $79,511.84 or $39,755.92 per vehicle.

Puhlic Works
The adopted 2018 Budget includes the replacement of two vehicles: One 1-ton Ford F-450 utility work truck for a total price of $57,194.21 which includes tax; One (1) Navistar/International 7000 Series 5-yard dump truck with contractor dump body attachments for a total of $162,774.92 which includes tax and set up fees; and equipment which includes three (3) V-Hopper Sander Body attachments for a total of $74,448.11 including tax; and one (1) Sand Pro 3040 ballfield rake for a total of $20,285.62 including tax.

The Council agenda item and Draft Resolution to address the surplus of thc existing fleet vehicles and equipment that these purchases will replace will appear on the January 11, 2018 agenda.

Alternatives

Council could decide to revisit the fleet replacements previously approved in the 2018 Budget.

Financial Impact

The adopted 2018 Budget includes a total of $523,000 for these fleet replacements. ($205,000 for the police vehicles; $160,000 for tbe dump truck; $64,000 for the utility truck; $73,000 for the sanders; and $21,000 for the ballfield rake.) The actual costs for the replacements will total $510,657.16 which is within the authorized budget. Funds for these replacements will come from the vehicle replacement fund (Fund 501).

Recommendation

Staff recommends adoption of the motion.

Concurrence:

The Finance, Legal, Community, and Public Works Departments concur.

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ATTACHMENT #1

CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540

PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/27/2017 #029

TO: RWC GROUP LTD
Attn: Robert Murray
Manager, Government & Municipal Sales
2312 Milwaukee Way
Tacoma WA 98421

Email: rmurray@rwcgroup.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/27/2017	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	7400 SFA	Navistar/International 7000 Series ****See attached vehicle quote which includes Break down of vehicle equipment.**	$82,488.31	$82,488.31

Authority:

SUBTOTAL	$82,488.31
% SALES TAX	8,496.30
SHIPPING & HANDLING	
OTHER	622.18
TOTAL	$90,984.61

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
CHARGE TO DM CITY CODE: 501.570.573.594.31.64.00

Ordered by: Date

Authorized by: Date

RWC Group LTD
Robert Murray
Manager, Government & Municipal Sales
2312 Milwaukee Way
Tacoma, WA 98421

P.O. Box 1196
Tacoma, WA 98401

Telephone: (800) 654-5850 (253) 272-8401
Fax: (253) 383-4281

###############

PROPOSAL OF THE BELOW
DESCRIBED TRUCK FOR:

City of Des Moines

0

Make/Model **7400 SFA**	Year **2018**	Truck VIN **0**
Rear Axle **23k**	Front Axle **18k**	Suspension **0**
Trans Model **3000 RDS**	Engine **L9 330 hp**	

Important Notes:

Please review for desired options and Operational requirements
Proposal based on WA State Contract 01513 Item B-2, excel spreadsheet with options and TOPS proposal 10005

Finance charges will be assessed for late payments

Sales Price:	$ **82,488.31**	Per Unit - Federal Excise Tax not Included (Need Exemption #)
Subtotal:	$ **82,488.31**	
Net Trade:	$ -	
Sales Tax:	$ **8,496.30**	
Total Price:	$ **90,984.61**	

Accepted for the Seller by: Accepted for the Buyer by:

Robert Murray

Req. Item	DESCRIPTION	UNIT
2	Cab & Chassis - 37,000 GVW 4x2	$77,434.13
	Refer to Technical Req. **Segment B-2**	
	MANUFACTURER/ MODEL: Navistar/International 7000 Series	
	OPTIONS	
2	Eighteen (18) thousand pound front axles with corresponding	$3,110.00
7	Integral Front frame extension	$428.00
7a.	Front PTO Provisions	$282.00
21	Snow plow headlight wiring	$160.00
22	Backup alarm	$188.00
32.	Manual Reset Circuit Breakers	$79.00
42.	Truck lite series LED Taillights with Super 40 B/U Light	$200.00
54	Delete orange seat belts. PROVIDE STD OEM COLOR	($15.00)
	Sub total	$81,866.13
	.76 DES admin fee	$622.18
	Total without Tax	$82,488.31
	**** ALL OPTIONS SUBJECT TO ENGINEERING APPROVAL, APPLICATION AND OPTION COMBINATION RESTRICTIONS****	

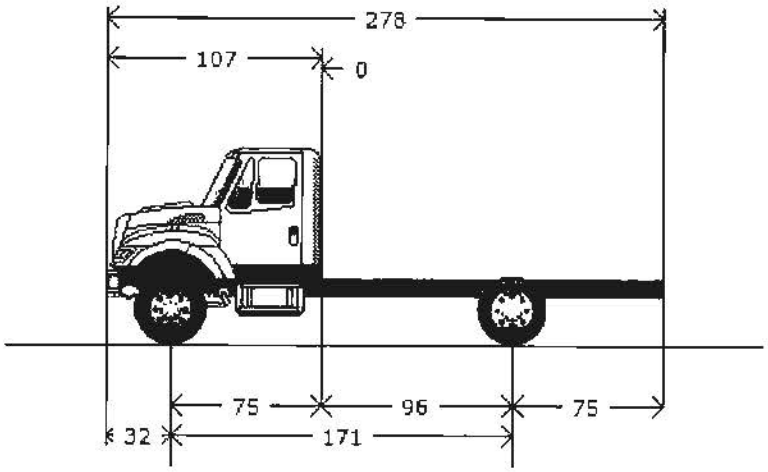
INTERNATIONAL®

May 16, 2017

Prepared For:
City of Des Moines
Rick Prall
21630 11th Avenue South
Des Moines, WA 98198-6398
(206)870 - 6596
Reference ID: B-2

Presented By:
RWC GROUP
Robert Murray
13123 48TH AVE. S
SEATTLE WA 981683305
206-433-3466

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2018 7400 SFA 4X2 (SA525)

APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 37000. Calc. GVWR: 41000 Calc. Start / Grade Ability: 30.95% / 3.09% @ 55 MPH Calc. Geared Speed: 76.9 MPH
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2017, 330 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, with Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, with PTO Provision, Less Retarder, with 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S23-170D} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.38
CAB:	Conventional
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HTC1 (CONTINENTAL), 495 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxiliary
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100GM Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
SA52500	Base Chassis, Model 7400 SFA 4X2 with 171.00 Wheelbase, 96.00 CA, and 75.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
1LNR	BUMPER, FRONT Steel, Swept Back; Painted 0001 Canyon Black
1WDT	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille, with Outer "C" Channel Reinforcement
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADG	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 18,000-lb Capacity; with Shock Absorbers
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
	Notes : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
	Includes : DRAIN VALVE Mounted in Wet Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBD	AIR DRYER {Meritor Wabco System Saver 1200} with Heater

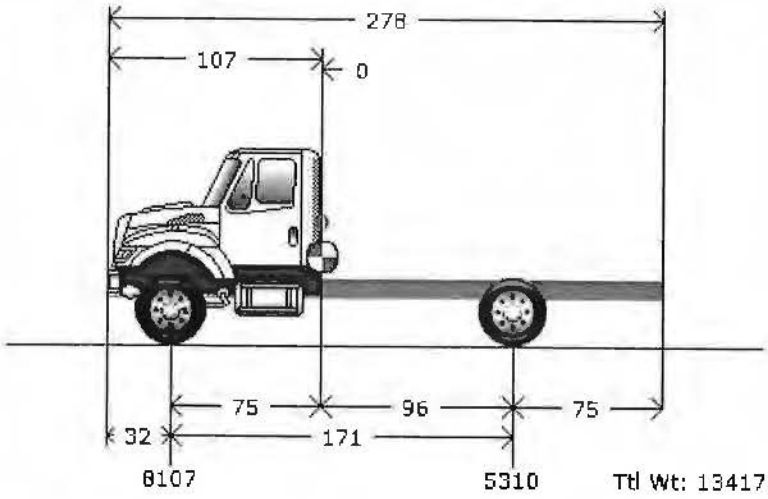
Code	Description
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
5710	STEERING COLUMN Tilting and Telescoping
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WBA	TAIL PIPE (1) Turnback Type, Bright, for Single Exhaust
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8875	BATTERY TERMINALS Sealed
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers

Code	Description
8THB	BACK-UP ALARM Electric, 102 dBA
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKB	STOP, TURN, TAIL & B/U LIGHTS {Truck Lite} Super 44, with LED Bulbs for Stop, Turn & Tail Lights and Truck Lite Super 40 for Backup lights, with Power Module, "International" Termination and Less Junction Box
8TMG	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers That Use Combined Stop, Tail, Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel with Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab
8WBW	JUMP START STUD Remote Mounted Includes : JUMP START STUD Mounted to Battery Box
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WML	HEADLIGHTS Long Life Halogen; for Two Light System
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 Includes : PAINT SCHEMATIC ID LETTERS "GM"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12EHV	ENGINE, DIESEL {Cummins L9 330} EPA 2017, 330 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed Includes : FAN Nylon

Code	Description
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBG	AIR CLEANER Dual Element, with Integral Pre Cleaner Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYP	ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XZG	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2017
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, with Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, with PTO Provision, Less Retarder, with 80,000-lb GVW & GCW Max.
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAN	PTO LOCATION No PTO
14AHC	AXLE, REAR, SINGLE {Dana Spicer S23-170D} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.38 Includes : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
14SAL	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxiliary Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail 41" Back of Cab
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} Unheated, with Primer Pump, and WIF Sensor
15SGG	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional

Code	Description
	Includes : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lowar Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Thaater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English with English Electronic Speedometer
	Includes : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16RPX	SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16SDU	MIRRORS (2) {Lang Mekra} Styled; Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Clearance Lights LED, Bright Finish Heads & Brackets, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing
16SEE	GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WCT	AIR CONDITIONER {Blend-Air} with Integral Heater & Defroster
	Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

Code	Description
16WRZ	CAB INTERIOR TRIM Premium Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CAB SOUND INSULATION Includes Dash and Engine Cover Insulators : CAB, INTERIOR TRIM, CLOSEOUT Lower Dash Closeout Panel; Molded Plastic; Under Instrument Panel Driver Side : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets, CB Radio Pocket, Speakers, and Reading Lights : COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side : DOOR TRIM PANELS with Cloth Insert on Bolster Driver and Passenger Doors : FLOOR COVERING Rubber, Black : GAUGE, TEMPERATURE, AMBIENT Includes Wiring and Sensor With Display Unit Mounted in Cluster : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (2) Molded Plastic (Carpet Texture), Full-Length; Driver and Passenger Doors : SUN VISOR (3) Padded Vinyl: 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side
16WSK	CAB REAR SUSPENSION Air Bag Type
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
29598	WHEEL SEALS, FRONT {Stemco Voyager} Oil Lubricated Wheel Bearings ILO Standard Oil Seals
60AAA	BDY INTG, REMOTE POWER MODULE Mounted Under Cab or On Battery Box; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp. Total (Includes 1 Switch Pack with Latched Switches)
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792655412	(2) TIRE, FRONT 385/65R22.5 Load Range L HTC1 (CONTINENTAL), 495 rev/mile, 68 MPH, All-Position
	Services Section:
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	32.0	Body Length	(BL)	N/A	Tractor Front Axle:	8,107
Wheelbase	(WB)	171.00				Tractor Rear Axle:	5,310
Axle to Frame	(AF)	75.00					
Axle to Back Cab	(ABC)	75					
Cab to Axle	(CA)	96					
Usable CA		96					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Payloads

Before the Cab			Cab			Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
						1	0	1						

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	8,107
Total Rear Axle:	5,310
Total Weight:	13,417

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	Truck		
	Front	Rear	**Total**
Chassis Weight			
Chassis Weight:	8,107	5,310	**13,417**
Fuel:	0	0	**0**
DEF:	0	0	**0**
(Curb Weight):	**8,107**	**5,310**	**13,417**
Loads			
Payloads:	0	0	**0**
Driver:	0	0	**0**
Axle Totals (Gross Weight):	**8,107**	**5,310**	**13,417**

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	18,000	23,000
Tire(tire capacity)	19,840	24,700
Suspension(suspension capacity)	18,000	31,000
Spring:	0	
Fed Bridge Law (axle spread):	20,000	20,000

Wheel Combination	**Load**	Limit
1 - 2	13,417	44,000

Federal Total Vehicle Weight Limit: 80,000

Maximum Gross Vehicle Weight Rating (GVWR) 41,000 - Gross Vehicle Weight(GVW) 13,417 = 27,583 Reserves

Weight Summary

* Distributed weights are within capacity limits

Peggy Volin

From: Don Leadbetter
Sent: Monday, November 27, 2017 9:45 AM
To: Peggy Volin
Subject: FW: quote
Attachments: B-2 dump.xlsx; Order sheet.pdf

From: Robert Murray [mailto:rmurray@rwcgroup.com]
Sent: Monday, November 27, 2017 8:33 AM
To: Don Leadbetter <DLeadbetter@desmoineswa.gov>; pbolin@desmoineswa.gov
Subject: quote

Updated quote and letterhead.

Robert Murray
General Sales Manager, WA
Office: 253.272.8401
Cell 360.635.7976

RWC GROUP
Run Right.

CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540

PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/27/2017 #030

TO: NORTHEND TRUCK EQUIPMENT INC.
Attn: Dennis Andrews, Government Sales
14919 40th Avenue NE
Marysville WA 98271

Phone: 360.653.6066

Email: www.northendtruck.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/27/2017	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
		Contractor Dump Body 5/6 yard and attachments for New Navistar/International 7000 series dump truck ****See attached sheet for equipment breakdown**	$65,263.92	$65,263.92

Authority:

SUBTOTAL	$65,263.92
% SALES TAX	6,526.39
SHIPPING & HANDLING	
OTHER	
TOTAL	$71,790.31

1. Please send two copies of your Invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
CHARGE TO DM CITY CODE: 501.570.573.594.31.64.00

Ordered by: Date

Authorized by: Date

Northend Truck Equipment Inc.

14919 - 40th Ave. N.E.
Marysville, WA 98271
Ph: 3690-653-6066 Fax: 360-653-0100
1-800-653-6066
www.northentruck.com

Price Quotation For:

10/20/2017

Prepared for:

Don Leadbetter
City of Des Moines
Dleadbetter@desmoineswa.gov
206-718-7478

State of Washington Current Contract Information
Effective Date: 12/31/2016 Expiration Date: 10/30/2017
Contract number: 12304
Contract title: DUMP BODIES-VARIOUS SIZES

Excel	Item#	Description	Qty.	Unit Price	Total Price
		Category I			
3	2	Contractor Dump Bodies 5 / 6 cu. Yd (Northend Truck Equip) (Length 132", Width 96")	1	$ 42,477.17	$ 42,477.17
7	6	Asphalt Door (Revolving style w/handle)	3	$ 621.94	$ 1,865.82
30	29	Dead head the sanding circuit(s) to the rear of the chassis with Butterfly style quick disconnect fittings, mounted to the rear most cross member. This will accommodate a slip in V-Hopper or tailgate sanders. Additionally a steel support rod will be used to support the hydraulic hoses.	1	$ 1,344.72	$ 1,344.72
		Plow Options			
213	10	American 3910 Poly Plow I.L.O. Frink Model 3910 PISA RR85	1	$ 9,274.85	$ 9,274.85
215	12	Rubber Cutting Edge	1	$ 698.99	$ 698.99
216	13	Rubber Deflector	1	$ 399.90	$ 399.90
217	14	NTE "Quick Release "Plow Hitch	1	$ 4,246.02	$ 4,246.02
		Contractor Style Body Options			
237	11	Truck-Lite #80800 plow lights(includes wiring and cab switch)	1	$ 999.20	$ 999.20

Northend Truck Equipment Inc.

14919 - 40th Ave. N.E.
Marysville, WA 98271
Ph: 3690-653-6066 Fax: 360-653-0100
1-800-653-6066
www.northentruck.com

240	14	Electric brake controller	1	$ 492.80	$ 492.80
242	16	Roll*Rite manual tarp system	1	$ 1,397.97	$ 1,397.97
243	17	Ladder rung walk rails I.L.O. rebar	1	$ 263.96	$ 263.96
		Steel Tool Boxes w/ Keyed Lock			
268	2	18 x 36 x 18	1	$ 669.52	$ 669.52
		Alternate Options			
		Anti-corrosion coating on the chassis	1	$ 1,133.00	$ 1,133.00
		Total With Quantity Items Selected			**$ 65,263.92**
		Applicable Sales Tax Percentage at Delivery Location	*10.00%*		**$ 6,526.39**
		Total Price with Tax Included			**$ 71,790.31**

Notes:

1. New chassis to have 96" of usable CA (Cab to Axle) front frame rail extensions and stationary grill
2. Body to be Painted Color: Silver
3. Use behind the cab oil tank and mount the tool box on the driver side
4. Install fold down ladder on the drivers side

Accepted: *Dennis Andrews* 10/20/2017 **Accepted:**_____ **Date** _____

NORTHEND TRUCK EQUIPMENT INC.
Dennis Andrews

Don Leadbetter
City of Des Moines
P.O. Number_____

Thank You for your help on this, if you have any questions or need additional information
Please call me at **206-953-8124**

Sincerely,
NORTHEND TRUCK EQUIPMENT
Dennis Andrews
Government Sales

CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540

PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/27/2017 #031

TO: NORTHEND TRUCK EQUIPMENT INC.
Attn: Dennis Andrews, Government Sales
14919 40th Avenue NE
Marysville WA 98271

Phone: 360.653.6066

Email: www.northendtruck.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/27/2017	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2		V Hopper Sander Body (Monroe Snow/Ice)(Length 144", height 56") -10 ft	$23,389.35	$46,778.70
1		V Hopper Sander Body (Monroe Snow/Ice)(Length 192", height 56") -14 ft	27,314.77	27,314.77
3		Deduct Top Light Bar	(1,334.88)	(4,004.64)
3		Standard Top Screen in lieu of High-angle Top Screen	(802.91)	(2,408.73)

Authority:

SUBTOTAL	$67,680.10
% SALES TAX	6,768.01
SHIPPING & HANDLING	
OTHER	
TOTAL	$74,448.11

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
CHARGE TO DM CITY CODE: 501.570.573.594.42.64.00

Ordered by: Date

Authorized by: Date

Northend Truck Equipment Inc.

14919 - 40th Ave. N.E.
Marysville, WA 98271
Ph: 3690-653-6066 Fax: 360-653-0100
1-800-653-6066
www.northentruck.com

Price Quotation For:

10/20/2017

Prepared for:

Don Leadbetter
City of Des Moines
Dleadbetter@desmoineswa.gov
206-718-7478

State of Washington Current Contract Information
Effective Date: 12/31/2016 Expiration Date: 10/30/2017
Contract number: 12304
Contract title: DUMP BODIES-VARIOUS SIZES

Excel#	Item#	Description	Qty.	Unit Price	Total Price
		Category IV			
91	2	V Hopper Sander Body (Monroe Snow and Ice)(Length 144", Height 56") -10 FT	2	$ 23,389.35	$ 46,778.70
95	6	V Hopper Sander Body (Monroe Snow and Ice) (Length 192", Height 56")- 14 FT	1	$ 27,314.77	$ 27,314.77
		Deduct Top Light Bar	3	$ (1,334.88)	$ (4,004.64)
		Standard Top Sceen In Lieu of High-Angle Top Screen	3	$ (802.91)	$ (2,408.73)
		Total With Quantity Items Selected			**$ 67,680.10**
		Applicable Sales Tax Percentage at Delivery Location		*10.00%*	**$ 6,768.01**
		Total Price with Tax Included			**$ 74,448.11**

Notes:

Accepted: *Dennis Andrews* 10/20/2017 **Accepted:**_____ **Date**_____

NORTHEND TRUCK EQUIPMENT INC.
Dennis Andrews

Don Leadbetter
City of Des Moines
P.O. Number_____

Thank You for your help on this, if you have any questions or need additional information
Please call me at **206-953-8124**

Sincerely,
NORTHEND TRUCK EQUIPMENT
Dennis Andrews
Government Sales

CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540

PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/27/2017 #032

TO: COLUMBIA FORD
Attn: Marie Tellinghiusen
700 7th Avenue
Longview WA 98632

Phone: 360.423.4321 ext. 187

Email: orders@colford.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/27/2017	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	2018-0913-0001	2018 Ford F-450 4WD Cab & Chassis, Regular cab, 145WB, 60CA, DRW, 16,000 GVWR ****See attached vehicle Quote #2017-10-180 for Break down of vehicle equipment.**	$52,762.19	$52,762.19

Authority:

SUBTOTAL	$52,762.19
% SALES TAX	4,432.02
SHIPPING & HANDLING	
OTHER	
TOTAL	$57,194.21

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
CHARGE TO DM CITY CODE: 501.570.573.594.31.64.00

Ordered by: Date

Authorized by: Date

Don Leadbetter

From: NOREPLY@des.wa.gov
Sent: Tuesday, October 17, 2017 10:51 AM
To: Don Leadbetter
Cc: Philip.Saunders@des.wa.gov
Subject: Vehicle Quote - 2017-10-180 - DES MOINES, CITY OF - POLICE DEPARTMENT - 21709

Vehicle Quote Number: 2017-10-180 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Coumbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: DES MOINES, CITY OF - POLICE DEPARTMENT - 21709
Email: dleadbetter@desmoineswa.gov
Quote Notes:
Vehicle Location: Longview

Color Options

Oxford White - 1

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2018-0913-0001	2018 Ford F450 4WD Cab and Chassis, Regular Cab, 145WB, 60CA, DRW, 16,000# GVWR (F4H/650A/145WB/68L)	1	$34,466.00	$34,466.00
2018-0913-0008	Alternative Wheelbase, Extended Cab, 168WB, 60CA (X4H/168WB)	1	$2,714.00	$2,714.00
2018-0913-0049	Cab Steps, Extended or Crew Cab (6in Angular Black Running Boards)(18B)	1	$430.00	$430.00
2018-0913-0055	Power Equipment Group (Regular/Extended Cabs) [Includes manual-folding, manually-telescoping trailer tow mirrors with power heated glass and integrated clearance lamps/turn signals, power windows, power door locks, remote keyless entry) (Includes (4) RKE Fobs w/ Integrated Key) (90L/54K)	1	$1,198.00	$1,198.00
2018-0913-0600	600-899 Upfits to be Installed by PMI Truck Bodies, Tacoma, WA. (600-639 Service Bodies) (640-644 Western Crane Bodies) (645-669 Service Body Options) (670-689 Lighting) (690-709 PMI Accessories) (710-724 Cabguards/Ladder Racks) (726-734 Color Paint Match) (735-759 Liftmore Cranes) (760-784 Tommy Gate) (785-819 PMI Flatbed/Stakeside/Dump) (822-829 Rugby Dump) (830-859 Hitches/Winches/Plows) (860-879 Tool Boxes) (880-889 Line-X Polyurea Bedlines) -- UPFIT PRICING LISTED IS PROTECTED FOR ORDERS RECEIVED THRU 12/31/2017.	1	$0.00	$0.00
2018-0913-0602	Scelzi Signature Series 9-Foot Service Body (58D-108-94-49-38-VO)(60in CA, DRW): Open top compartments, 6in step bumper, Painted White, LED lighting, Installed (Painted Black upon request) (PM602)	1	$9,837.51	$9,837.51

2018-0913-0672	LIGHTING - WHELEN MODEL: R1LPPA 16in RESPONDER MINI LIGHTBAR (Must choose mounting option separately) (With body order only) (PM672)	1	$524.36	$524.36
2018-0913-0682	LIGHTING MOUNT & Bracket - (1 EA) LIGHT BAR, MINI LIGHTBAR MOUNT - Upgrade to roof mount on Cab (Must order lights separately) (PM682)	1	$358.93	$358.93
2018-0913-0699	PMI Option - BACK UP ALARM (WITH BODY ORDER ONLY) (PM699)	1	$83.22	$83.22
2018-0913-0702	PMI Option - (4) D-Rings (Flush Mount In Floor) 2000#, INSTALLED IN 4 CORNERS OF CARGO AREA (WITH BODY ORDER ONLY) (PM702)	1	$374.97	$374.97
2018-0913-0718	LADDER RACKS - GOAL POST LADDER RACK, ANY CA: FORK LIFT ACCESSIBLE, POWDER COATED WHITE ON SERVICE BODIES AND BLACK ON FLATBEDS (COMPATIBLE WITH SERVICE BODIES OR FLATBEDS) (WITH BODY ORDER ONLY) (PM718)	1	$904.35	$904.35
2018-0913-0831	Trailer Hitches - CLASS V RECEIVER (1800LB TONGUE, 18000LB TOW) (Insert not included) (With body order only) (PM831)	1	$800.07	$800.07
2018-0913-0836	Trailer Hitches - TRAILER PLUG 7-PIN FLAT (With body order only) (PM836)	1	$81.21	$81.21
2018-0913-0880	Line-X POLYUREA BEDLINE SERVICE BODY (108in LONG X 38in TALL), INCLUDES: CARGO FLOOR, CARGO WALLS AND BACK OF TAILGATE (Must order 9-Foot, 38in Tall Service Body) (Not available with Enclosed Structures) (Does not include top half of 60in tall compartments - can be ordered separately) (PM880)	1	$989.57	$989.57

Quote Totals

Total Vehicles:	1
Sub Total:	$52,762.19
8.4 % Sales Tax:	$4,432.02
Quote Total:	$57,194.21

CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540

PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/27/2017 #033

TO: COLUMBIA FORD
Attn: Marie Tellinghiusen
700 7th Avenue
Longview WA 98632

Phone: 360.423.4321 ext. 187

Email: orders@colford.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/27/2017	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	2018-0506-001	2018 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	$28,156.00	$56,312.00
		****See attached vehicle Quote 2017-11-489 for breakdown of vehicle equipment/specifications.**	4,228.00	4,228.00

Authority:

SUBTOTAL	$60,540.00
% SALES TAX	5,085.36
SHIPPING & HANDLING	
OTHER	
TOTAL	$65,625.36

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
CHARGE TO DM CITY CODE: 501.570.573.594.21.64.00

Ordered by: Date

Authorized by: Date

Peggy Volin

From: Don Leadbetter
Sent: Monday, November 27, 2017 11:37 AM
To: Peggy Volin
Subject: FW: Vehicle Quote - 2017-11-489 - DES MOINES, CITY OF - POLICE DEPARTMENT - 21709

From: NOREPLY@des.wa.gov [mailto:NOREPLY@des.wa.gov]
Sent: Monday, November 27, 2017 11:37 AM
To: Don Leadbetter <DLeadbetter@desmoineswa.gov>
Cc: Philip.Saunders@des.wa.gov
Subject: Vehicle Quote - 2017-11-489 - DES MOINES, CITY OF - POLICE DEPARTMENT - 21709

Vehicle Quote Number: 2017-11-489 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: DES MOINES, CITY OF - POLICE DEPARTMENT - 21709
Email: dleadbetter@desmoineswa.gov
Quote Notes:
Vehicle Location: BELLINGHAM

Color Options

Ingot Silver Metallic (UX) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2018-0506-001	2018 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	$28,156.00	$56,312.00
2018-0506-007	Cargo Wiring Upfit [Includes Pre-wiring for grille LED lights, siren and speaker #60A, Rear Console Plate #85R; wiring overlay harness with lighting and siren interface connections; Vehicle Engine Harness: two (2) light connectors to support up to six (6) LED lights (engine compartment), two (2) grille light connectors, one (1) 10-amp siren/speaker circuit (engine to cargo area); Whelen Lighting PCC8R Control Head; Whelen PCC8R Light Relay Center mounted behind 2nd row seat; Light controller/relay center wiring (jumper harness); Whelen Specific Cable (console to cargo area)(Connects PCC8R to Control	2	$1,335.00	$2,670.00

	Head)] (Does not include LED Lights; Recommend Police Wire Harness Connector Kits #47C and 21P) (Not available with Ready for the Road Package #67H, Ultimate Wiring Package #67U or Interior Upgrade Package #65U) (67G)			
2018-0506-022	Interior Upgrade, (Includes full carpeting, carpeted floor mats, center floor console w/ cupholders) (retains column shifter) (deletes standard console mounting plate between front seats) (Not available with Ready for the Road, Ultimate Wiring, Cargo Wiring Packages) (65U)	2	$390.00	$780.00
2018-0506-028	Dome Lamp - Red/White in Cargo Area(17T)	2	$51.00	$102.00
2018-0506-048	Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	2	$338.00	$676.00

Quote Totals

Total Vehicles:	2
Sub Total:	$60,540.00
8.4 % Sales Tax:	$5,085.36
Quote Total:	$65,625.36

CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540

PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/27/2017 #034

TO: SYSTEMS FOR PUBLIC SAFETY
Attn: Paul Deskins
8909 South Tacoma Way
Lakewood WA 98499

Phone: 253.983.1103

Email: paul@systemsforpublicsafety.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/27/2017	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2		Lighting for PD Admin Cars ****See attached quote #034835 for parts and installation**	$6,317.78	$12,635.56

Authority:

SUBTOTAL	$12,635.56
% SALES TAX	1,250.92
SHIPPING & HANDLING	
OTHER	
TOTAL	$13,886.48

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
CHARGE TO DM CITY CODE: 501.570.573.594.21.64.00

Ordered by: Date

Authorized by: Date

Systems for Public Safety Inc.
8909 South Tacoma Way
Lakewood, WA. 98499
Phone: 253-983-1103 Fax: 253-983-1101
Safety is Our Business

ESTIMATE #
034835

Estimate for Services

Estimate Date : 11/28/2017

City of Des Moines
21900 11 Ave. S
Des Moines, WA 98198
Office: 206-878-3301 Fax: 206-870-7626

2018 Ford - Police Interceptor -
Lic # : - WA
VIN # :

Odom. In: 0

Part Description / *Number*	Qty	Sale	Ext
HIDEBLAST 6PAK Red/Blue W/Twist Lock *HB6PAK-PI-RB*	2.00	97.07	194.14
Inner Edge® Low-Pro Passen. Visor w/ TD, Explorer *IX34UF5P*	1.00	509.00	509.00
ION Slim LED DUO Red White *I2D*	1.00	125.20	125.20
ION Slim LED DUO Blue White *I2E*	1.00	125.20	125.20
Headlight Flasher, Interceptor SUV *SSFFP16*	1.00	102.52	102.52
Spit Fire Windsheild LED, ION Red/Blue 2-Rear Hatch *SFIONJ*	2.00	146.67	293.34
Siren, WHELEN- Projector Series Speaker w/ Bracket *SA315P*	1.00	179.00	179.00
TIMER WITH 6 FUSE OUTPUT HEAVY DUTY FOR 90 AMP *MZL90SC*	1.00	155.84	155.84
Dash King *DKRSC*	1.00	229.00	229.00
NMO Kit 17ft *NMO58UPL*	1.00	17.00	17.00
30/40 AMP Relay *73980*	1.00	5.25	5.25
ION Slim LED, red/blue 2-1/4 Window 2 Grill *IONJ*	4.00	95.95	383.80
CARGO BOX - TFN- Tray, Fixed with No Lock - BSC- Base Sliding with Combination Lock *TK0244ITU12*	1.00	775.00	775.00
Whelen Hand Held Programmable Siren *HHS2200*	1.00	435.50	435.50
Cargo Box Freestanding Mount Kit *TF0237ITU12*	1.00	68.00	68.00
Motorola "Blue" remote mount data cable, 30ft *HKN6168B*	1.00	132.66	132.66
Antenna, 1/4WAVE, 806-896MHz *QW800*	1.00	11.00	11.00
Barrier Strip 8-pos *274-670*	1.00	6.38	6.38

Labor Description	Hours	Extended
Install All listed Equipment and customer supplied Radio Activate Factory Mirrior beam LEDs Customer Radio, install customer supplied opticom Installed front and rear red blue LEDs, spit fire windshield LED, 2 front visor 2 rear hatch. Installed undercover siren, NMO kit. Installed rear cargo box.	30.00	2,550.00

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Systems for Public Safety Inc.
8909 South Tacoma Way
Lakewood, WA. 98499
Phone: 253-983-1103 Fax: 253-983-1101
Safety is Our Business

ESTIMATE #
034835

Estimate for Services

Estimate Date : 11/28/2017

City of Des Moines
21900 11 Ave. S
Des Moines, WA 98198
Office: 206-878-3301 Fax: 206-870-7626

2018 Ford - Police Interceptor -
Lic # : - WA
VIN # :

Odom. In: 0

Part Description / *Number*	Qty	Sale	Ext	Labor Description	Hours	Extended
Shop Supplies			19.95			

Parts/Supplies: 3,767.78 Labor: 2,550.00 HazMat/Fees: 0.00 Tax: 625.46 Total : $ 6,943.24

Visit Us Online: www.systemsforpublicsafety.com

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.
SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.
TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within____days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts____. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date_____ Time_____

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CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540

PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/27/2017 #035

TO: COLUMBIA FORD
Attn: Marie Tellinghiusen
700 7th Avenue
Longview WA 98632

Phone: 360.423.4321 ext. 187

Email: orders@colford.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/27/2017	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	2018-0506-001	2018 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	$28,156.00	$56,312.00
		****See attached vehicle Quote 2017-10-175 for breakdown of vehicle equipment/specifications.**	15,814.00	15,814.00

Authority:

SUBTOTAL	$72,126.00
% SALES TAX	6,058.58
SHIPPING & HANDLING	
OTHER	
TOTAL	$78,184.58

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
CHARGE TO DM CITY CODE: 501.570.573.594.21.64.00

Ordered by: Date

Authorized by: Date

Don Leadbetter

From: NOREPLY@des.wa.gov
Sent: Tuesday, October 17, 2017 9:49 AM
To: Don Leadbetter
Cc: Philip.Saunders@des.wa.gov
Subject: Vehicle Quote - 2017-10-175 - DES MOINES, CITY OF - POLICE DEPARTMENT - 21709

Vehicle Quote Number: 2017-10-175 Create Purchase Request View organization purchase requests

This is a **quote** only. You must create a purchase request to order this vehicle(s)

Contract & Dealer Information

Contract #: 05916
Dealer: Columbia Ford (W403)
700 7th Avenue
Longview WA 98632

Dealer Contact: Marie Tellinghiusen
Dealer Phone: (360) 423-4321 Ext: 187
Dealer Email: orders@colford.com

Organization Information

Organization: DES MOINES, CITY OF - POLICE DEPARTMENT - 21709
Email: dleadbetter@desmoineswa.gov
Quote Notes:
Vehicle Location: DES MOINES

Color Options

Shadow Black (G1) - 2

Tax Exempt: N

Vehicle Options

Order Code	Option Description	Qty	Unit Price	Ext. Price
2018-0506-001	2018 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	2	$28,156.00	$56,312.00
2018-0506-004	Alternative Engine, 3.5L V6 EcoBoost with 6-speed Automatic Transmission (131mph top speed) (Includes undercarriage deflector plate) (99T/44C)	2	$3,286.00	$6,572.00
2018-0506-010	Front Headlamp Housing Only (includes pre-drilled hole for side marker police use and pre-molded side warning LED holes with standard sealed capability)(does not include LED installed lights) (Headlamps will not wig-wag) (Not available with Ready for the Road Package #67H)(86P)	2	$124.00	$248.00
2018-0506-018	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller "not" included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	2	$290.00	$580.00
2018-0506-024	Pre-Wiring for grille LED lights, siren and speaker (60A)	2	$52.00	$104.00
2018-0506-026	Noise Suppression Bonds (Ground Straps)(60R)	2	$100.00	$200.00
2018-0506-028	Dome Lamp - Red/White in Cargo Area(17T)	2	$51.00	$102.00
2018-0506-030	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (Included with Police Silent Mode #43L) (43D)	2	$20.00	$40.00

2018-0506-040	Doors/Locks: Hidden Door Lock Plunger with Rear Door Handles Inoperable (included with Ready for the Road Package #67H)(52P)	2	$161.00	$322.00
2018-0506-043	Remappable (4) switches on steering wheel (if ordered with SYNC, includes Voice Button) (61R/61S)	2	$155.00	$310.00
2018-0506-049	Fleet Keyed Alike (Call dealer for available key codes) (NEW - allowed to also order Remote Keyless Entry #55F) (KEY)	2	$51.00	$102.00
2018-0506-050	Rear Console Plate (wiring conduit from front console plate to rear seat) (Included with Ready for the Road Package) (N/A with Interior Upgrade Package #65U or Front Console Plate Delete #85D) (85R)	2	$35.00	$70.00
2018-0506-054	Spot Lamp, LED Bulb, Driver Only (Whelen) (51T)	2	$419.00	$838.00
201B-0506-073	Ballistic Door Panels (Level III) - Driver & Passenger Front Doors Only (90E)	2	$3,163.00	$6,326.00

Quote Totals

Total Vehicles:	2
Sub Total:	$72,126.00
8.4 % Sales Tax:	$6,058.58
Quote Total:	$78,184.58

CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540

PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/27/2017 #036

TO: SYSTEMS FOR PUBLIC SAFETY
Attn: Paul Deskins
8909 South Tacoma Way
Lakewood WA 98499

Phone: 253.983.1103

Email: paul@systemsforpublicsafety.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/27/2017	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	Each	Lighting for PD Patrol cars ****See attached quote #034838 for parts and installation.**	$17,405.77	$34,811.54

Authority:

SUBTOTAL	$34,811.54
% SALES TAX	3,446.34
SHIPPING & HANDLING	
OTHER	
TOTAL	$38,257.88

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
CHARGE TO DM CITY CODE: 501.570.573.594.21.64.00

Ordered by: Date

Authorized by: Date

Systems for Public Safety Inc.
8909 South Tacoma Way
Lakewood, WA. 98499
Phone: 253-983-1103 Fax: 253-983-1101
Safety is Our Business

ESTIMATE #
034838

Estimate for Services

Estimate Date : 11/29/2017

City of Des Moines
21900 11 Ave. S
Des Moines, WA 98198
Office: 206-878-3301 Fax: 206-870-7626

2018 Ford - Police Interceptor Utility -
Lic # : - WA
Unit # : Patrol
VIN # :
Odom. In: 0

Part Description / *Number*	Qty	Sale	Ext
LEGACY WC 48" RW/BW/RW/BW *GB8DEDE*	1.00	2,995.00	2,995.00
CenCom Sapphire 3 Part with Rotary Knob (without T *CCSRN36*	1.00	0.00	0.00
100W Siren Speaker, Whelen *SA315P-*	1.00	0.00	0.00
Universal Siren Speaker Bracket *SAK1*	1.00	0.00	0.00
Strobe Preemption power supply, encodeable *PE215*	1.00	475.75	475.75
Y-Harness for PE215 Opticom Power Supply *46-0743191-000*	1.00	24.00	24.00
WHELEN- Vertex - LED - Blue *VTX609B*	2.00	79.95	159.90
Vertex Hide-A-Way LED, Red *VTX609R*	2.00	79.95	159.90
3" Round Compartment Light, Red/White *3SRCCDCR*	1.00	60.00	60.00
ION Slim LED, red/blue *IONJ*	2.00	95.95	191.90
Whelen Ion flush mount grommet *IONGROM*	2.00	6.58	13.16
GJ PIU Console w/cup holder, armrest and 9" Motion *7170-0166-04*	1.00	595.00	595.00
Kussmaul AUX/USB Pass-Through 6' Extension Module *16648*	1.00	44.00	44.00
Fender Protector Wraps Utility PB5 *FK0400ITU16*	1.00	349.00	349.00
Window Barrier VS Polycarbonate, Utility *WK0595ITU12*	1.00	199.00	199.00
#10 VS C RP Coated Poly Partition Tall w/ SCA *PK0419ITU12TMSCA*	1.00	769.00	769.00
Dual T-Rail Mount (No Locks) *GK1028SSCA*	1.00	177.52	177.52
#12VS 2ND COATED POLY PARTITION cargo 12-14 INTERC *PK0316ITU122NDA1*	1.00	399.00	399.00
Interceptor Utility Prisoner Seat, Aedec W/Magnets *SUVIC1613-SPS*	1.00	775.00	775.00

Labor Description	Hours	Extended
Install Emergency Equipment, Lighting and customer supplied radio. Install Camera System.	45.00	3,825.00
Install Low Voltage start up.	5.00	425.00
Install Camera	4.50	382.50
Install secondary battery for camera system	2.50	212.50

Customer Supplied:
Cameras
Docks & Monitor Mounts
SC-5-XL Locks
Sector Mounting Box
Tremco

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Systems for Public Safety Inc.
8909 South Tacoma Way
Lakewood, WA. 98499
Phone: 253-983-1103 Fax: 253-983-1101
Safety is Our Business

ESTIMATE #
034838

Estimate for Services

Estimate Date : 11/29/2017

City of Des Moines
21900 11 Ave. S
Des Moines, WA 98198
Office: 206-878-3301 Fax: 206-870-7626

2018 Ford - Police Interceptor Utility -
Lic # : - WA
Unit # : Patrol
VIN # :
Odom. In: 0

Part Description / *Number*	Qty	Sale	Ext	Labor Description	Hours	Extended
Setina Cargo Box DSC-BSN (Standard) *TK0264ITU12A*	1.00	1,215.00	1,215.00			
Cargo Radio Tray with no lock *TPA9289*	1.00	384.47	384.47			
Power Distribution Unit *P3*	1.00	399.99	399.99			
SPS INUT Pigtail & Harness *1106/1107 SPS INUT*	1.00	399.99	399.99			
NMO Kit 17ft *NMO58UPL*	2.00	17.00	34.00			
Viper 1Way remote start, 1/2 mile range *4606V*	1.00	175.00	175.00			
Black Weather Resistant Neoprene Switch *44280*	1.00	15.25	15.25			
SWITCH ROUND ROCKER BLACK GREEN LED SPST ON-OFF 12 *44171*	1.00	4.05	4.05			
Able 2 Triple Accessory Outlet *14_0553*	1.00	35.00	35.00			
Lighted Push Bumper for Utility Whelen Ion *BK2019ITU16PB5*	1.00	875.00	875.00			
Antenna, 1/4WAVE, 806-896MHz *QW800*	1.00	11.00	11.00			
Rain Cap, Black *QWRCB*	1.00	8.12	8.12			
USB Cable, Type A to Mini-B, 15ft *USB15-AB*	1.00	25.00	25.00			
ION Slim LED DUO Red White *I2D*	1.00	130.00	130.00			
ION Slim LED DUO Blue White *I2E*	1.00	130.00	130.00			
Headlight Flasher, Interceptor SUV *SSFFP16*	1.00	101.35	101.35			
Cellular/PCS/LTE/2.4 and 5 GHZ Wifi/GPS Antenna (Black) *AP-CWG-Q-S222-BL*	1.00	229.64	229.64			
20 Amp J-Fuse (Low Profile) *6E5Z-14526-AA*	1.00	2.15	2.15			
Micro-Thin Strobe Light *20.1850*	1.00	140.45	140.45			
Havis Mic Clip Bracket *C-MCB*	1.00	12.25	12.25			
Magnetic Mic Conversion Kit, Single Unit	2.00	35.71	71.42			

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Systems for Public Safety Inc.
8909 South Tacoma Way
Lakewood, WA. 98499
Phone: 253-983-1103 Fax: 253-983-1101
Safety is Our Business

ESTIMATE #
034838

Estimate for Services

Estimate Date : 11/29/2017

City of Des Moines
21900 11 Ave. S
Des Moines, WA 98198
Office: 206-878-3301 Fax: 206-870-7626

2018 Ford - Police Interceptor Utility -
Lic # : - WA
Unit # : Patrol
VIN # :
Odom. In: 0

Part Description / *Number*	Qty	Sale	Ext
MMSU1			
Viper Alarm Fob	1.00	46.48	46.48
7656V			
Shipping on Equipment	1.00	100.00	100.00
Freight			
13-16 Ford Int. Utility Premium Fold Up Tray	1.00	266.91	266.91
C-TTP-INUT-2			
Battery (K9)	1.00	93.04	93.04
UB12220			
MAXI FUSE 50 AMP	1.00	4.49	4.49
MAX50			
MAXI FUSE HOLDER, BLACK LEADS W/ COVER	1.00	12.50	12.50
46049			
Relay - 4 terminal - Dual	1.00	36.29	36.29
75551			
Sector Printer Power Wire	1.00	25.32	25.32
LB3692			
Shotgun Lock (Small)	1.00	79.20	79.20
SC-1			
4" C2C Arm	1.00	8.07	8.07
11213			
Nylon Washer/Shim	2.00	0.71	1.42
7130-0066			
Streamlight 12-Volt DC Car Charger Cord	1.00	19.78	19.78
SL22051			
Streamlight SL20 charging sleeve	1.00	15.35	15.35
SL22052			
Motorolla Power Cable	1.00	45.71	45.71
HKN4192B			
Shop Supplies			19.95

Labor Description	Hours	Extended

Parts/Supplies: 12,560.77 Labor: 4,845.00 HazMat/Fees: 0.00 Tax: 1,723.17 Total : $ 19,128.94

Visit Us Online: www.systemsforpublicsafety.com

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.
SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.
TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within____days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts____. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date_____ Time_____

Copyright (c) 2017 Mitchell Repair Information Company, LLC esthrs 4.06.2016kr

CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540

PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 11/27/2017 #037

TO: TURFSTAR WESTERN
Attn: Chris Overman
20224 80th Avenue S
Kent WA 98032

Phone: 253.872.8858

Email: chris.overman@turfstar.com

SHIP TO:
Don Leadbetter, Equipment Shop
City of Des Moines WA
21650 11th Avenue South
Des Moines WA 98198-6317
206.870.6521 FAX 206.870.6596

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
11/27/2017	John Blackburn			Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		010 Sand Pro 3040 & attachments ****See attached Quote #8023480-00 for attachment Specifications/pricing**	$18,441.48	$18,441.48

Authority:

SUBTOTAL	$18,441.48
% SALES TAX	1,844.14
SHIPPING & HANDLING	
OTHER	
TOTAL	$20,285.62

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
CHARGE TO DM CITY CODE: 501.570.573.594.58.64.00

Ordered by: Date

Authorized by: Date

TURFSTAR Western

Quotation for City of Des Moines

Date: October 17, 2017

Quote No:8023480-00

Prepared For:	**Don Leadbetter**	**Quote No:**	**8023480-00**
	City of Des Moines	**iQuote No:**	2180179
	21630 - 11th Ave S	**Sales Person:**	Chris Overman
	Des Moines, WA 98198		chris.overman@turfstar.com

National IPA Pricing: Contract 2017025, IPA Membership required.

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Sand Pro 3040	1	$18,441.48	$18,441.48	$1,844.14	$20,285.62
Totals:			**$18,441.48**	**$1,844.14**	**$20,285.62**

TURFSTAR Western

Quotation for City of Des Moines

Date: October 17, 2017

Quote No:8023480-00

Configuration Product Details

010-Sand Pro 3040

Model	Product Description		Qty	Unit Price	Extended	Sales Tax	Total
08703	Sand Pro 3040		1	$13,918.82	$13,918.82	$1,391.88	$15,310.70
08714	Manual Blade (40in)		1	$1,250.42	$1,250.42	$125.04	$1,375.46
08731	Mid Mount Asm		1	$1,164.40	$1,164.40	$116.44	$1,280.84
08734	Solid Tine Toolbar		1	$781.22	$781.22	$78.12	$859.34
08767	QAS Flex Tooth Rake		1	$1,226.96	$1,226.96	$122.69	$1,349.65
30035	MVP KIT-SANDPRO	400 hr maintenance kit	1	$99.66	$99.66	$9.97	$109.63
		Totals:					**$20,285.62**

Date: October 17, 2017

Quotation for City of Des Moines

Quote No:8023480-00

Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

Office Locations

Northern California:

5646 W Barstow Ave Ste 104
Fresno, CA 93722
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

11175 SW Elligsen Way
Sherwood, OR 97140
Ph: (503) 691-0250

20224 80th Ave South
Kent, WA 98032
Fax: (253) 872-6942

253.872.8858

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Des Moines Municipal DUI Candidate Court

ATTACHMENTS:

1. Grant Contract for Services between Washington Traffic Safety Commission and Des Moines Municipal Court for DUI Candidate Court
2. National Center for DWI Courts Acceptance Letter

FOR AGENDA OF: December 7, 2017

DEPT. OF ORIGIN: Court

DATE SUBMITTED: November 29, 2017

CLEARANCES:
[ ] Community Development
[ ] Marina
[ ] Parks, Recreation & Senior Services
[ ] Public Works

CHIEF OPERATIONS OFFICER:

[X] Legal
[X] Finance
[X] Courts
[ ] Police

APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this Agenda Item is to request the Council's authorization to accept a grant from the Washington Traffic Safety Commission to be used to establish a DUI Court. The grant will cover 90% of the cost of foundational training for the team, planning materials, client handbooks, translation expenses, additional education for facilitators, attorney fees and court launch as needed through September 30, 2018.

Suggested Motion: "I move to accept the grant from the Washington Traffic Safety Commission in the amount of $34,800 for the purposes of establishing a DUI court in Des Moines and further to ratify and confirm the City Manager's approval of the attached contract."

Background

This project is a culmination of two-plus years of research and consideration. In 2015, Judge Leone attended the Impaired Driving course at the National Judicial College, where the DUI Court model was taught. In addition, the court has consulted with Judge Scott Bergstedt (Ret.) who serves as judicial liaison to the Washington Traffic Safety Commission on the resources available and practicality of a DUI Court in Des Moines. The core DUI court team has had an opportunity to visit the only other DUI

court in King County at Kent Municipal Court as well as a well-established therapeutic court at Clark County District Court in Vancouver, WA. The core DUI Court team will be attending the National Center for DWI Court Foundational Training in Athens, GA December 4-7, 2017.

From January 1, 2015 until October 31, 2017 our city prosecutor has filed 215 DUI/Physical Control cases for both Normandy Park and Des Moines. 65% of defendants on probation are DUI related offenders and 52% of all DUI related offenders have prior history. DUI Courts have been shown to reduce recidivism, lower incarceration costs and improve public safety. Through increased supervision, frequent court visits and drug/alcohol testing we will be more able to track and monitor defendant progress. This will be a joint collaboration with Des Moines and Normandy Park Municipal Courts, police and local treatment facilities.

Discussion

Judge Lisa Leone and Probation Officer Melissa Patrick had an opportunity to present an overview of DUI Court to the Public Safety and Transportation Committee in October. Additionally, the Judge presented DUI court to council in November. Washington Traffic Safety Commission has approved Des Moines Municipal Court DUI Candidate Court for an initial funding of $34,800 which would cover the required foundational education for the team, travel, contract services such as interpreter costs and printing. There is an opportunity to ask for a funding increase when the DUI court starts hearing potential candidates in July 2018.

Alternatives

City Council could choose to not approve the contract.

Financial Impact

The costs not covered by the grant would be absorbed by already budgeted line items in the court/probation budgets for 2018 as these are not new cases but rather cases that would normally be heard.

Recommendation

Staff recommends that the Council approve and ratify the Grant with the Washington Traffic Safety Commission for Des Moines Municipal DUI Candidate Court.

WEMS

RECEIVED
NOV 20 2017
Traffic Safety

CONTRACT FOR SERVICES

BETWEEN THE

WASHINGTON TRAFFIC SAFETY COMMISSION

AND

Des Moines Municipal Court

WEMS Vendor Contract 2018-Vendor Contract-2600-Des Moines Municipal DUI Candidate Court

THIS CONTRACT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Des Moines Municipal Court, hereinafter referred to as "CONTRACTOR."

CONTRACTOR contact info:

Name: Melissa Patrick
Address: 21630 11th Ave S, Des Moines , WA, 98198
Email: mpatrick@desmoineswa.gov
EIN#:

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. THE PURPOSE OF THIS CONTRACT

The purpose of this Contract is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Catalog of Federal Domestic Assistance (CFDA) #20.608, for work to be accomplished under traffic safety grant project 2018-Vendor Contract-2600-Des Moines Municipal DUI Candidate Court .

2. PERIOD OF PERFORMANCE

The period of performance of this Contract shall commence upon the date of execution by both Parties or November 27, 2017, whichever is later, and remain in effect until September 30, 2018, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The CONTRACTOR shall carry out the provisions of the Contract described here as the Statement of Work (SOW):

SUMMARY OF PROJECT-
Des Moines Municipal Court is humbled to serve the jurisdictions of Des Moines and Normandy Park, Washington. Our court is found just south of Seattle on the Puget Sound. With a combined population of 38,000 residents and another 250,000 people within 5 miles of city center, we are a frequently trafficked area. From January 1, 2015 until October 31, 2017 our city prosecutor has filed

211 Driving Under the Influence or Physical Control. During this time period of time there have been 79 convictions for DUI/Physical Control, 87 convictions on amended charges and 29 Deferred Prosecutions and Stipulated Orders of Continuance. 65% of those on Active Supervised Probation are DUI related offenders. The primary purpose of a DUI Court in our jurisdiction is to increase accountability to those drivers most likely to reoffend. With approximately 52% of our recent offenders having prior history of DUI/DUI related offenses.

The number of repeat DUI Offenders who continue to engage in substance abuse and drive poses an on-going public safety challenge, especially given the volume of traffic moving through our cities. By implementing a DUI Court, our goal is to provide support, accountability, treatment and intensive supervision to chemically-dependent DUI offenders who are at risk of reoffending absent such interventions. By addressing the addictive behaviors, associated criminal conducts and needs of our defendants; we aim to reduce recidivism, enhance community safety, reduce alcohol and drug related traffic offenses and deaths, reduce costs of incarceration and increase rehabilitation. All of which are primary goals of Target Zero, the Washington Traffic Safety Commission and our court.

The intent of this funding request is to enable Des Moines Municipal Court to establish a formalized DUI Court in 2018. By attending the DWI Court Foundation Training presented by the National Center for DWI Courts and National Highway Traffic Safety Administration it will allow our court to implement best practices in our future endeavor. Our target population will consist of those with 2 or more DUI related convictions who are willing and wanting to better their lives for the sake of themselves, family and public safety. In addition to training and education; Des Moines Municipal Court may seek additional funding post training to assist with the formal implementation of our court. In order to guide these individuals towards success we need a highly capable and supportive team.

PROJECT OBJECTIVES; DELIVERABLES; FUNDS REQUESTED-
Provide intensive supervision to the individuals at the highest risk to re-offend (2 or more prior convictions).
Through increased probation visits, drug screening and court hearings.
A collaborative approach to rehabilitation and retribution between treatment, probation, defense, the city and judiciary.
A consistent atmosphere in regards to personnel, approach and commitment.
Core team; established handbook; assignments and goal-oriented.
Emphasis on compliance.
Assistance with treatment, transportation and access to resources.

In anticipation of formalized training, our team has discussed staffing needs, actual to potential impacts to current court operations as well as proposed scheduling and policy changes necessary to fully implement the DUI court model. We are excited about training as a team and implementing the skills and tools learned. In the table on the following page specific goals, objectives and deliverables; timeframes; and estimated costs are provided.

Goal/Objective/Deliverable Est. Date of Completion Funds Requested
Travel to Vancouver, WA to visit Clark County District Court DUI Court November 6-7, 2017 $1,300
Present DUI Court Information to Des Moines City Council November 9, 2017
Pre-travel briefing, pre-course work and preparation November 20, 2017
NCDC Foundational Training-Athens, GA December 4-7, 2017 $13,000
Establish DUI Court eligibility requirements February 28, 2018
WTSC Conference-Kennewick, WA April 24-26, 2018 $5,000
Create Des Moines Municipal Court DUI Court handbook;
phases and policies and produce hard copies April 30, 2018 $500
NADCP Conference in Houston, TX-Tentative May 30-June 2, 2018 $12,500
Translate DUI Court Handbook from English to Spanish May 2018 $2,500
Enroll First Participant into DUI Court-Des Moines July 17, 2018 TBD

MEASUREMENT OF RESULTS:
Team of 5 core members (Judge, Court Coordinator, Clerk, Probation and Prosecutor) observe and learn from an established therapeutic court: Clark County District Court Meet with Beth Robinson from Clark County for questions and answer session.
Support of city council, management staff and the community Long term outlook and backing.
Team of 8 core members (Judge, Court Coordinator, 2-DRE Officers, Probation Officer/Research Expert, Treatment Provider, Prosecuting Attorney and Defense Attorney) learning together at the 3.5 day NCDC Foundational Training.
Formalizing work products: eligibility, handbook, nomework assignments and protocols. Additionally, making them accessible to all of our potential clients.
Continuing education credits; implementation of items learned at conferences and evolution of knowledge base necessary to sustain a DUI court. WTSC Conference (Court Coordinator, Probation, Prosecution, Judge and Defense) possibly law enforcement.
Tentative NADCP Conference with select Core Team members.
Number of potential and admitted DUI court participants in June 2018.

3.1 MILESTONES AND DELIVERABLES
The CONTRACTOR shall meet the milestones and make the deliverables as set forth in this section.

Milestone OR Deliverable Description	Completed by Date
WTSC Conference-Kennewick, WA	05/01/2017
Pre-travel briefing, pre-course work and preparation	11/20/2017
Travel to Vancouver, WA to visit Clark County District Court DUI Court	12/01/2017
NCDC Foundational Training-Athens, GA	12/31/2017
Establish DUI Court eligibility requirements	02/28/2018
Create Des Moines Municipal Court DUI Court handbook; phases and policies and produce hard copies	05/01/2018
NADCP Conference in Houston, TX-Tentative	06/30/2018
Translate DUI Court Handbook from English to Spanish	06/30/2018
Enroll First Participant into DUI Court-Des Moines	09/30/2018

3.2 COMPENSATION
The cost of accomplishing the work described in the SOW will not exceed $34,800.00. Payment for satisfactory performance of the work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Contract executed by both Parties.

3.3 SUMMARY OF CONTRACT COSTS

The costs for the work under the SOW to be provided by the CONTRACTOR or CONTRACTOR'S SUB-CONTRACTOR are as follows:

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits:	$0.00

Travel (includes in-state and out-of-state travel).	$31,800.00
Contract Services (usually involves a 3rd party service provider):	$2,500.00
Equipment (listed in the table below):	$0.00
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees)	$500.00
Indirect Costs	$0.00
TOTAL:	$34,800.00

4. DEFINITIONS:

4.1 As used throughout this Contract, the following terms shall have the meaning set forth below:

4.1.1. "WTSC" shall mean the Washington Traffic Safety Commission of the state of Washington, any division, section, office, unit, or other entity of the WTSC, or any of the officers or other officials lawfully representing that WTSC.

4.1.2. "AGENT" shall mean the WTSC Director and/or the delegate authorized in writing to act on the Director's behalf.

4.1.3. "CONTRACTOR" shall mean the firm, provider, organization, individual, or other entity performing services under this Contract, and shall include all employees of the CONTRACTOR.

4.1.4. "SUB-CONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this Contract or under a separate Contract with the CONTRACTOR. The terms "SUB-CONTRACTOR" and "SUB-CONTRACTORS" means SUB-CONTRACTOR in any tier.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

5. ACTIVITY REPORTS

The CONTRACTOR will submit reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The CONTRACTOR will include copies of publications, training reports, and any statistical data generated in project execution in the reports.

6. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by the WTSC.

7. AGREEMENT ALTERATIONS AND AMENDMENTS

This Contract may be amended by mutual agreement of the Parties in the form of a written Amendment to this Contract. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties.

8. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the Parties hereto.

9. ASSIGNMENT

The CONTRACTOR may not assign the work to be provided under this Contract, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The CONTRACTOR shall provide the WTSC a

copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Contract include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Contract in sections 35 through 43.

10. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Contract terms, each Party agrees to bear its own attorney fees and costs.

11. BILLING PROCEDURE

The CONTRACTOR shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC or its pre-approved equivalent. Payment to the CONTRACTOR for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Contract, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Contract. All invoices for goods received or services performed on or prior to June 30, 2018, must be received by WTSC no later than August 10, 2018. All invoices for goods received or services performed between July 1, 2018, and September 30, 2018, must be received by WTSC no later than November 15, 2018.

12. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Contract, except with prior written consent of the WTSC, or as may be required by law.

13. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Contract or to obtain approval of any application for federal financial assistance for this Contract. The WTSC shall have the right, in the event of breach of this section by the CONTRACTOR, to annul this Contract without liability.

14. DISPUTES

14.1. Except as otherwise provided in this Contract, when a dispute arises between the Parties and it cannot be resolved by direct negotiation, either Party may request a dispute review by the AGENT.

14.2. The request for a dispute review ("Requestor's Statement") must:

14.2.1. Be in writing.
14.2.2. State the disputed issue(s).
14.2.3. State the relative positions of the requester's Party.
14.2.4. State the Designated Contact's name, address, and telephone number.
14.2.5. Be submitted by mail or electronic correspondence (email) to the AGENT and the other Party's Designated Contact within three working days after the Parties agree that they cannot resolve the dispute.

14.3. Within five working days after receipt of the Requestor's Statement, the other Party's Designated Contact shall send a written response to the Requester's Statement to both the AGENT and the requester.

14.4. The AGENT shall review the written statements and provide a resolution reply in writing to both Parties within 10 working days after receiving the second Party's written response. The AGENT may extend this period if necessary to allow more time for review or to collect more information from the Parties by notifying both Parties.

14.5. The Parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

14.6. Nothing in this Contract shall be construed to limit the Parties' choice of a mutually-acceptable alternate dispute resolution method in addition to or in lieu of the dispute resolution procedure outlined above.

15. GOVERNANCE

15.1. This Contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Contract shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Contract
15.2.3. Any Amendment executed under this Contract
15.2.4. Any SOW executed under this Contract
15.2.5. Any other provisions of the Contract, including materials incorporated by reference

16. INDEMNIFICATION

16.1. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Contract and/or the CONTRACTOR'S performance or failure to perform any aspect of the Contract. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the CONTRACTOR, its officers, employees, agents, and subcontractors. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR, its officers, employees, agents, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its officers, employees, agents, or subcontractors.

16.2. The CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

16.3. The indemnification and hold harmless provision shall survive termination of this Contract.

17. INDEPENDENT CAPACITY

The Parties intend that an independent contractor relationship will be created by this Contract. The CONTRACTOR and his or her employees or agents performing under this Contract are not employees or agents of the WTSC. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the WTSC or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege, or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

18. INSURANCE COVERAGE

18.1. The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

18.2. If the CONTRACTOR is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Contract, the CONTRACTOR shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the CONTRACTOR and WTSC from risks associated with executing the SOW associated with this Contract.

19. LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this Contract. The CONTRACTOR shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Contract.

20. OVERPAYMENTS AND ASSERTION OF LIEN

In the event that the WTSC determines that overpayments or erroneous payments were made to the CONTRACTOR under this Contract, the WTSC may secure repayment plus interest, if any, through the filing of a lien against the CONTRACTOR's real property or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to the WTSC, or by doing both.

21. PRIVACY

21.1. Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification, or loss. CONTRACTOR shall ensure its directors, officers, employees, sub-contractors, or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR agrees not to, and will ensure that its sub-contractor's do not, release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the WTSC, or as otherwise required by law, including as required under RCW 42.56 Public Records Act.

21.2. Any breach of this section may result in termination of the Contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the WTSC for any damages related to the CONTRACTOR'S unauthorized use of personal information.

22. PUBLICITY

The CONTRACTOR agrees to submit to the WTSC all advertising and publicity matters relating to this Contract wherein the WTSC's name is mentioned or language used from which the connection of the WTSC'S name may, in the WTSC'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the WTSC.

23. RECORDS MAINTENANCE

23.1. During the term of this Contract and for six years thereafter, the CONTRACTOR shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Contract will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

23.2. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

24. RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. The CONTRACTOR shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR shall upon request make available to the WTSC and the U.S. Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a

result of this Contract.

25. RIGHTS IN DATA

25.1. WTSC and CONTRACTOR agree that all data and work products (collectively called "Work Product") pursuant to this Contract shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

25.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the CONTRACTOR assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

25.3. For Work Product delivered under the Contract that incorporates pre-existing materials not produced under the Contract, CONTRACTOR hereby grants to the WTSC a nonexclusive, royalty-free, irrevocable license in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, publicly display, sub-license to others, and otherwise use such materials. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the WTSC. The WTSC shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

25.4. The CONTRACTOR shall provide WTSC prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any Work product delivered under this Contract.

25.5. The CONTRACTOR may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications, including written, visual, or sound, contain acknowledgment of the support provided by NHTSA and the WTSC. The CONTRACTOR shall disclose any discovery or invention derived from work performed under this project within a reasonable time after it is made to the WTSC, who will determine through NHTSA whether NHTSA or WTSC will seek patent protections pursuant to Title 35 USC, how any rights will be administered, and other actions required to protect the public interest.

26. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to completion of the SOW under this Contract, the WTSC may terminate the Contract under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Contract is then subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

27. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

28. SITE SECURITY

While on WTSC premises, the CONTRACTOR, its agents, employees, or sub contractors shall conform in all respects with all WTSC physical, fire, or other security policies or applicable regulations.

29. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

30. TERMINATION FOR CAUSE

If the CONTRACTOR does not fulfill in a timely and proper manner its obligations under this Contract or violates any of these terms and conditions, the WTSC will give the CONTRACTOR written notice of such failure or violation, and may terminate this Contract immediately. At the WTSC's discretion, the CONTRACTOR may be given 15 days to correct the violation or failure. In the event that the CONTRACTOR is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Contract may be terminated at the end of that period by written notice of the WTSC.

31. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, either Party may terminate this Contract, without cause or reason, with 30 days written notice to the other Party. If this Contract is so terminated, the WTSC shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

32. TERMINATION PROCEDURES

32.1. Upon termination of this Contract, the WTSC, in addition to any other rights provided in this Contract, may require the CONTRACTOR to deliver to the WTSC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "TREATMENT OF ASSETS" clause shall apply in such property transfer.

32.2. The WTSC shall pay the CONTRACTOR the agreed-upon price, if separately stated, for completed work and services accepted by the WTSC, and the amount agreed upon by the CONTRACTOR and the WTSC for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, if appropriate, (iii) other property or services that are accepted by the WTSC, and (iv) the protection and preservation of property, unless the termination is for default or for cause, in which case the AGENT shall determine the extent of the liability of the WTSC. Failure to agree with such determination shall be a dispute within the meaning of the "DISPUTES" clause of this Contract. The WTSC may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the WTSC against potential loss or liability.

32.3. The rights and remedies of the WTSC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

32.4. After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

32.4.1. Stop work under the Contract on the date, and to the extent specified, in the notice.

32.4.2. Place no further orders or sub-contracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated.

34.4.3. Assign to the WTSC, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and sub-contracts so terminated, in which case the WTSC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts.

32.4.4. Resolve all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause.

32.4.5. Transfer title to the WTSC and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the Contract had been completed, would have been required to be furnished to the WTSC.

32.4.6. Complete performance of any such part of the work as shall not have been terminated by the AGENT.

32.4.7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the CONTRACTOR and in which the WTSC has or may acquire an interest.

33. TREATMENT OF ASSETS

33.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the CONTRACTOR for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in the WTSC upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this Contract, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

33.2. Any property of the WTSC furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Contract.

33.3. The CONTRACTOR shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

33.4. If any WTSC property is lost, destroyed, or damaged, the CONTRACTOR shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

33.5. The CONTRACTOR shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Contract.

33.6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR's employees, agents, or sub-contractors.

34. WAIVER

A failure by either Party to exercise its rights under this Contract shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 CFR PART 1300 APPENDIX A):

35. BUY AMERICA ACT

The CONTRACTOR will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the CONTRACTOR to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

36. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

36.1. By signing this Contract, the CONTRACTOR (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

36.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

36.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

36.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

36.5. The lower tier participant agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

36.6. The lower tier participant further agrees by signing this Contract that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

36.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

36.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

36.9. Except for transactions authorized under paragraph 36.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

36.10. The lower tier participant certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

36.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Contract.

37. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

37.1. The CONTRACTOR shall:

37.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

37.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the CONTRACTOR'S policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace

37.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 37.1.1. of this section.

37.1.4. Notify the employee in the statement required by paragraph 37.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

37.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 37.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

37.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

38. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the CONTRACTOR shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

39. FEDERAL LOBBYING

39.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

39.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

39.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

39.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

39.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

40. NONDISCRIMINATION

40.1. During the performance of this Contract, the CONTRACTOR agrees:

40.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

40 1 2 Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein

40 1.3 To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, US DOT, or NHTSA.

40 1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this Contract, the WTSC will have the right to impose such contract sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

40.1 5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

41. POLITICAL ACTIVITY (HATCH ACT)
The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

42. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
The CONTRACTOR will not use 23 U S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Contract does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

43. STATE LOBBYING
None of the funds under this Contract will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

44. DESIGNATED CONTACTS
The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursements regarding this Contract:

The Contact for the CONTRACTOR is:	**The Contact for WTSC is:**
Melissa Patrick	Edica Esqueda
mpatrick@desmoineswa.gov	eesqueda@wtsc.wa.gov
206-870-6593	360-725-9886 ext.

45. AUTHORITY TO SIGN
The undersigned acknowledge that they are authorized to execute this Contract and bind their respective agencies or entities to the obligations set forth herein

IN WITNESS WHEREOF, the parties have executed this Agreement.

Des Moines Municipal Court

Signature

Michael Matthias
Printed Name

City Manager
Title

11-16-17
Date

APPROVED AS TO FORM:
Des Moines City Attorney

WASHINGTON TRAFFIC SAFETY COMMISSION

Debbie Johnson
Signature

DEBBIE JOHNSON
Printed Name

Finance Director
Title

11/20/2017
Date

NCDC
NATIONAL CENTER
FOR DWI COURTS

1029 North Royal Street
Suite 201
Alexandria, VA 22314
Tel 703.575.9400
Fax 703.575.9402
www.dwicourts.org

September 29, 2017

Jennifer Johnson
Court Administrator
Des Moines Municipal Court
21630 11th Avenue South
Suite C
Des Moines, WA 98198

Subject: DWI Court Training for 2017

Dear Ms. Johnson:

NHTSA and NCDC have determined the dates, locations, and teams for the DWI Court training programs for fiscal year 2018. As the team point of contact, we are very pleased to inform you that your team has been selected for the 2017 DWI Court training. Your team is scheduled to attend the following training:

Training Type:	Foundational- 3.5 Day Training Program
Location:	Athens, Georgia
Date:	December 4-7, 2017 (Note: The program starts on the 4th at 8:00 a.m. and will be completed at noon on the 7th)

As the training approaches, you will be receiving additional information on registration, along with other documents to prepare for the training. In the meantime, please put these dates listed above on your calendar and inform the rest of your team so they will be able to attend.

Again, congratulations on your selection, and NCDC looks forward to working with you on this endeavor. Should you have any questions, do not hesitate to contact me at 571-384-1867, email cjacobs@dwicourts.org

Sincerely,

C. Jacobs

Cliff Jacobs
Project Director
National Center for DWI Courts

cc: Caroline Cash, NHTSA
Darrin Grondel, Director, WA State Traffic Safety Commission
Greg Fredericksen, NHTSA Regional Administrator

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Settlement Agreement and Release: *Hesselgesser v. City of Des Moines, et. al.*

ATTACHMENTS:
1. Release and Settlement Agreement
2. Stipulated Judgment
3. Amended Plans
4. Plaintiff initial Demand Letter

FOR AGENDA OF: December 7, 2017

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: November 30, 2017

CLEARANCES:
[ ] Community Development ____
[ ] Marina ____
[ ] Parks, Recreation & Senior Services ____
[X] Public Works RBC

CHIEF OPERATIONS OFFICER: _____

[X] Legal TG
[ ] Finance ____
[ ] Courts ____
[ ] Police ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider a Release and Settlement Agreement that would resolve on-going litigation in the matter of *Hesselgesser v. City of Des Moines, et. al.* regarding the ownership of the eastern half of platted but unimproved right of way abutting 20906 1st Place South in Des Moines.

Suggested Motion

Motion 1: "I move to approve the Release and Settlement Agreement quieting title to the eastern half of platted but unimproved right of way abutting 20906 1st Place South in favor of Plaintiff Hesselgessers, and authorize the City Manager and the City Attorney to sign the Agreement and Stipulated Judgment substantially in the form as attached."

Background

This lawsuit was filed in May of 2017 by Plaintiff Hesselgessers claiming ownership of the eastern half of the platted but undeveloped right of way abutting their property at 20906 1st Place South (approximately 2,100 square feet). The right of way was originally platted in 1889 and is currently undeveloped. Plaintiffs have asserted that based on what is known as the "non-user statute" from the laws of 1889-90, the platted right of way was vacated by operation of law if it was not developed for public use within 5 years of platting.

The "non-user statute" is recognized law in the state of Washington but only has limited applicability. For the statute to apply, the right of way in question must have been a county road at the time of dedication and must have been platted before 1904 with no subsequent rededication or platting. Under the statute, if the right of way is not developed for public use within 5 years of platting, the right of way is vacated. The state legislature recognized the problem this statute was causing and in 1909 it was repealed. However, the repeal did not apply retroactively to rights of way that were effected prior to the legislature's actions.

Discussion

Plaintiff Hesselgessers originally raised this issue of ownership of the undeveloped right of way in 2014 however they did not file a quiet title action at that time. Subsequently, the property owner (Defendant Morella) at 20913 1st Place South filed an application to develop the vacant property to the Southwest of the Hesselgesser property. A building permit was issued which required the developer Morella to extend First Place South to his property. This would require the undeveloped portion of the right of way that Hesselgessers had claimed ownership in to be developed as a public street.

After the lawsuit was filed, the City had extensive discussions with the Plaintiffs as well as the developer to work out a solution that would not delay the construction at 20913 1st Place South while the dispute was pending. The City approved amended plans that provided for the construction of an access road on the western half of the 1st Place South right of way while leaving the disputed eastern portion of the right of way undisturbed. Construction has been continuing under those approved plans.

Based on historical records in the City's possession, it is unclear if the right of way at 1st Place South and 209th was opened for public use during the five years following the original platting (1889-1894). There are no overhead photos of the site at that time and later photos from the 1950's (showing the right of way was not developed) are not entirely controlling in that the key question is the state of the right of way in the late 1800's. As a result, the likelihood of prevailing in this lawsuit cannot be accurately quantified.

As a result, the City has worked with all parties to develop a settlement agreement that satisfactorily addresses all issues. The proposed agreement provides that the City will stipulate to the quiet title action and Plaintiffs would therefore gain title to the disputed portion of the unimproved right of way (eastern half of 1st Place South directly abutting 20906). An access route will be constructed on the undisputed western portion of the right of way sufficient to allow access to the new construction at 20913 1st Place South.

Additionally, Plaintiffs will provide utilities easements to allow access to their property and they will release any and all claims they may have against the City. Finally, the City retains the ability to take the property back through eminent domain if it is ever determined that this roadway needs to be developed further or expanded.

Alternatives
Not approve the agreement. Proceed with litigation.

Financial Impact
There is no financial cost to the City in entering into this Agreement. The City will see a de minimus increase in property tax revenue as the disputed right of way area will no longer be exempt from property taxes. The City will also avoid continued litigation costs by resolving this issue and avoid any potential delay claim from the developer.

Recommendation
Legal recommends approval of the agreement.

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RELEASE AND SETTLEMENT AGREEMENT

This **RELEASE AND SETTLEMENT AGREEMENT** (the "Agreement") is made as of September ___, 2017 between RYAN and TANICA HESSELGESSER ("HESSELGESSERS") and CITY OF DES MOINES ("CITY") (collectively the "Parties").

DEFINITIONS

1. HESSELGESSERS means Ryan and Tanica Hesselgesser and the marital community thereof including all heirs and assigns.

2. CITY means the City of Des Moines, a Washington municipal corporation organized and existing under the laws of the State of Washington, on behalf of and for the benefit of itself, its affiliated entities, predecessors, successors and assigns, and its respective Councilmembers, directors, officers, employees, attorneys, agents and trustees.

3. MORELLA means Enzo Morella, the legal owner of real property commonly referred to as King county parcel #7893805510.

4. LAWSUIT means the lawsuit filed by HESSELGESSERS against the CITY and MORELLA entitled *Hesselgesser v. City of Des Moines*, No. 17-2-13596-8KNT filed in the Superior Court of Washington in and for King County Kent Division.

5. HESSELGESSER PARCEL means the real property commonly known as 20906 1st Pl S, Des Moines, WA 98198, King County parcel #7893805575 and legally described as:

> THAT PORTION OF LOTS 4, 5, AND 6, BLOCK 72, THE SOUTHERN PACIFIC LAND COMPANY'S SECOND ADDITION TO DES MOINES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 49, IN KING COUNTY, WASHINGTON, AND VACATED SOUTH HALF OF 209TH STREET ADJACENT ON THE NORTH, DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE SOUTHWEST CORNER OF LOT 6; THENCE NORTH 5 DEGREES OF 05 MINUTES WEST ALONG THE WEST LINE OF SAID LOT AND EXTENSION THEREOF
> 130.51 FEET;
> THENCE EAST 80.37;
> THENCE SOUTH 5 DEGREES 05 MINUTES EAST 50.20 FEET;
> THENCE SOUTH 18 DEGREES 39 MINUTES WEST 47.49 FEET;
> THENCE SOUTH 58 DEGREES 51 MINUTES EAST 67.84 FEET TO THE POINT OFBEGINNNING

6. VACATED PORTION means the Eastern half of 1st PL S immediately abutting HESSELGESSER PARCEL to the west and legally described in the plat as:

THAT EASTERN HALF OF EDINBORO AVENUE IMMEDIATELY ABUTTING LOT 6, BLOCK 72, THE SOUTHERN PACIFIC LAND COMPANY'S SECOND ADDITION TO DES MOINES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 49, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6; THENCE WEST 30 FEET TO THE MIDWAY POINT OF EDINBORO AVENUE; THENCE NORTH 5 DEGREES 05 MINUTES WEST ALONG THE CENTER LINE OF EDINBORO AVENUE THEREOF 130.51 FEET;

THENCE EAST 30 FEET TO THE NORTHWEST CORNER OF LOT 6; THENCE SOUTH 130.31 FEET ALONG THE WEST LINE OF LOT 6 TO THE POINT OF BEGINNING

7. EDINBORO Avenue is now known as 1st Place South and was formerly known as Occidental Ave South.

8. CONSTRUCTION is defined to include any and all grading, clearing, building, or any other development of the parcel or parcels.

9. PERMIT means the permit issued to MORELLA under BLD2016-0735 and any subsequent permits for CONSTRUCTION related to the Morella parcel.

RECITALS

1. WHEREAS, HESSELGESSERS have filed the LAWSUIT against the CITY and MORELLA claiming title to the VACATED PORTION of 1st PL S.

2. WHEREAS, the CITY has appeared in the LAWSUIT but has not yet filed an ANSWER.

3. WHEREAS, the CITY has issued a permit for construction of the West Half of platted 1st PL South to MORELLA for access to his parcel.

4. WHEREAS, the permit for construction of the West half also contains plans and specifications for expansion of the road construction to the East half of 1st PL S, including the VACATED PORTION.

5. WHEREAS, the CITY has deferred construction on the East half of 1st PL S, including the VACATED PORTION pending the outcome of the LAWSUIT.

6. WHEREAS, the HESSELGESSERS have claimed damages resulting from the issuance of the permit to MORELLA for expansion of 1st PL S.

RELEASE AND AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals and mutual covenants set forth herein, and acknowledging the sufficiency of such consideration, the Parties hereto agree as follows:

1. The CITY will stipulate, agree and mutually enter the attached Quiet Title Judgment thereby declaring the HESSELGESSER PARCEL to include title to the VACATED PORTION for the HESSELGESSERS' private use and enjoyment and amending the description of the HESSELGESSER PARCEL to be as follows:

> THAT PORTION OF LOTS 4,5 AND 6, BLOCK 72, THE SOUTHERN PACIFIC LAND COMPANY'S SECOND ADDITION TO DES MOINES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 49, IN KING COUNTY, WASHINGTON, AND VACATED SOUTH HALF OF 209TH STREET ADJACENT ON THE NORTH, AND VACATED EDINBORO AVENUE, COMMONLY KNOWN AS 1st PLACE SOUTH, ADJACENT ON THE WEST, DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE SOUTHWEST CORNER OF LOT 6; THENCE WEST 30 FEET TO THE MIDWAY POINT OF EDINBORO AVE; THENCE NORTH 5 DEGREES 05 MINUTES WEST ALONG THE CENTER LINE OF EDINBORO AVE AND PARALLEL WITH THE WEST LINE OF LOT 6, BLOCK 72 AND EXTENSION THEREOF
> 130.51 FEET;
> THENCE EAST 110.37 FEET;
> THENCE SOUTH 5 DEGREES 05 MINUTES EAST 50.20 FEET;
> THENCE SOUTH 18 DEGREES 39 MINUTES WEST 47.49 FEET;
> THENCE SOUTH 58 DEGREES 51 MINUTES EAST 67.84 FEET TO THE POINT OF BEGINNNING

2. HESSELGESSERS acknowledge and agree that the Highline Water District maintains a limited Utility Easement under the VACATED PORTION for access and maintenance of a water main. No Easement shall be allowed for development of a roadway for ingress and egress, but shall be limited solely for reasonable and necessary access or maintenance of the Water Main. Any easement for access and use will be by agreement of the Water District and Hesselgessers.

3. The CITY agrees to formally amend the PERMIT issued to MORELLA to remove reference to any construction over the Eastern Portion of 1st PL S, including over the VACATED PORTION.

4. The CITY agrees that any future permits issued to MORELLA, any of MORELLAS'S heirs or assigns, or any other property owners (and their heirs or assigns) adjacent to platted 1st PL S will not require or include improvement of the Eastern half portion of 1st PL S, (VACATED PORTION), unless additional action is taken by the City to obtain an

easement, approval of the HESSELGESSER PARCEL owners, or title to the property either through purchase or eminent domain.

5. The CITY agrees to cooperate with the HESSELGESSERS with respect to any further steps needed to record either the attached Judgment or an amended statutory warranty deed with the complete updated legal description of the HESSELGESSER PARCEL inclusive of the VACATED PORTION. HESSELGESSERS will pay the cost of any filing required to record the amended deeds.

6. The CITY agrees that any future construction of lots to the South of the parcel owned by MORELLA will not require construction over the VACATED PORTION, unless additional action is taken by the City to obtain an easement, approval of the HESSELGESSER PARCEL owners, or title to the property either through purchase or eminent domain.

7. The HESSELGESSERS agree to release and forever discharge the CITY from any and all claims for damages, costs or fees that was or that could have been brought or asserted in the LAWSUIT arising from the CITY's issuance of the PERMIT to MORELLA. The CITY likewise releases and discharges HESSELGESSERS from any claim for damages, costs or fees that was or could have been made in the LAWSUIT. including any claim that the pre-existing conditions of the HESSELGESSER PARCEL have caused damage or will cause damage to the newly constructed extended Western half of 1st PL S.

8. HESSELGESSERS agree to dismiss any remaining claims against the CITY, after the attached Judgment is entered in the LAWSUIT and signed by the Court.

9. The Parties understand that this Agreement is subject to and contingent on the approval by the Des Moines City Council and approval and entry of the Quiet Title Judgment by the Court in the Lawsuit.

ADDITIONAL TERMS

10. **No Waiver**. The failure of any Party to insist upon or enforce strict performance by another Party of any of the provisions of this Agreement, or failure to exercise any rights or remedies under this Agreement, shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance; rather the same shall remain in full force and effect.

11. **Amendment or Modifications**. No amendment, change, or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement, signed by all Parties.

12. **Attorneys' Fees and Costs**. If any Party files a legal action or proceeding to enforce the terms of this Agreement or for breach of this Agreement, the prevailing Party shall be

entitled to recover its costs incurred in such enforcement, including reasonable attorneys' fees and costs. The Parties agree that each Party shall otherwise bear its own costs, fees, expenses and attorneys' fees in concluding this Agreement and in the Coverage Action.

13. **Governing Law and Jurisdiction**. This Agreement shall be interpreted, construed, and enforced pursuant to the laws of the State of Washington.

14. **Successors and Assigns**. This Agreement, and all of the terms and conditions thereof, shall inure to the benefit of, and be binding upon, each of the Parties hereto and their respective, heirs, successors and assigns and shall run with the HESSELGESSER PARCEL.

15. **Construction of this Agreement**. This Agreement will not be construed against any Party to this Agreement, but will instead be considered to have been negotiated equally and at arm's length.

16. **Entire Agreement**. This Agreement and its attachments sets forth the entire understanding of the Parties regarding the subject matter hereto. This Agreement shall be interpreted and construed as a whole, all provisions of this Agreement are intended to be correlative and complementary, and the misplacement, addition, or omission of a word or character shall not change the intent of any part of this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, with each executed counterpart to have the same force and effect as an original.

18. **Authority.** Each person signing this Agreement represents that he or she has the authority on behalf of his or her respective Party to this Agreement to enter into a settlement and release with the terms and conditions set forth in this Agreement, such that this Agreement shall be binding on and enforceable by each of the Parties in accordance with its terms.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set forth below with the understanding and agreement that this Agreement shall become effective and fully-enforceable in all respects on the date last written below.

CITY OF DES MOINES

Dated this _____ day of December, 2017

By: _____

Title: City Manager For City of Des Moines

At: Des Moines, WA

HESSELGESSERS

Dated this _____ day of December, 2017

Ryan Hesselgesser

At: Des Moines, WA

Tanica Hesselgesser

At: Des Moines, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

RYAN HESSELGESSER and TANICA HESSELGESSEER and the marital community thereof; Plaintiffs, v. CITY OF DES MOINES, a Washington municipal corporation; ENZO MORELLA and JANE DOE MORELLA and the marital community thereof; Defendants.	NO. 17-2-13596-8 KNT STIPULATED JUDGMENT QUIETING TITLE TO PLAINTIFFS

COMES NOW Plaintiffs Ryan and Tanica Hesselgessers ("Hesselgessers") and Defendant City of Des Moines ("The City") and enters this Stipulation For Judgment Quieting Title to Plaintiffs' Hesselgessers.

STIPULATION

It is hereby stipulated by and between the Hesselgessers and The City and through their respective attorneys, as follows:

1. The Hesselgessers are the legal owners to the property commonly known as 20906 1st PL S, Des Moines, WA 98198, King County parcel #7893805575.

2. Jurisdiction is properly before this Court.

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Portland, OR 97225
(503) 242-2922

3. The Hesselgesser parcel as currently recorded consists of certain portions of Lots 4, 5 and 6, Block 72 of The Southern Pacific Land Company's Second Addition to Des Moines, according to the plat thereof recorded in volume 4 of Plats, Page 49, in King County, Washington and is fully described as follows:

> THAT PORTION OF LOTS 4,5 AND 6, BLOCK 72, THE SOUTHERN PACIFIC LAND COMPANY'S SECOND ADDITION TO DES MOINES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 49, IN KING COUNTY, WASHINGTON, AND VACATED SOUTH HALF OF 209TH STREET ADJACENT ON THE NORTH, DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE SOUTHWEST CORNER OF LOT 6; THENCE NORTH 5 DEGREES OF 05 MINUTES WEST ALONG THE WEST LINE OF SAID LOT AND EXTENSION THEREOF
> 130.51 FEET;
> THENCE EAST 80.37;
> THENCE SOUTH 5 DEGREES 05 MINUTES EAST 50.20 FEET;
> THENCE SOUTH 18 DEGREES 39 MINUTES WEST 47.49 FEET;
> THENCE SOUTH 58 DEGREES 51 MINUTES EAST 67.84 FEET TO THE POINT OF BEGINNNING

4. The original plat for the Southern Pacific Land Company's Second Addition to Des Moines was filed for record in volume 4 of Plats, Page 49, in King County, WA on or about November 30, 1889 (hereinafter "Original Plat").

5. The roadway identified in the Original Plat as "Edinboro Ave" is now more commonly referred to as 1st Place South and was previously known as Occidental Avenue S ("Subject Roadway").

6. The Subject Roadway was considered a County Road of unincorporated King County at the time the Original Plat was filed.

7. The City subsequently assumed control over the Subject Roadway upon annexation of the North Hill area in July of 1995.

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8. Plaintiffs Hesselgessers have asserted ownership rights in the eastern half of the Subject Roadway immediately abutting the Hesselgesser Parcel based on a claim that the Subject Roadway was not open for public use within five years of the date the Original Plat was filed, or otherwise November 30, 1894.

9. Rather than continue to litigate this issue, which would delay the current construction project to the Southwest of the Hesselgesser Parcel, and due to the uncertainty of historical uses of the Subject Roadway, the City has approved plans to shift construction of improvements to the undisputed portions of the Subject Roadway.

10. Pursuant to agreement of the parties and the Washington precedent in *Gillis v. King County*, 43 Wn.2d 373 (1953) the City is not objecting to a finding that the Subject Roadway immediately abutting the Hesselgesser Parcel is vacated by operation of law.

11. The Parties hereby stipulate that title to the Eastern half portion of the Subject Roadway immediately abutting the Hesselgesser Parcel is quieted to the Plaintiffs and shall become incorporated into and part of the full description of the Hesselgesser Parcel.

12. Defendant, the City, has no current public right of way on the eastern half of the Subject Roadway that immediately abuts the Hesselgesser Parcel.

GORDON & POLSCER, L.L.C.

By:_____
Ryan Hesselgesser, WSBA No. 40720

By: _____
Tanica Hesselgesser, WSBA No. 40721

DES MOINES CITY ATTORNEY'S OFFICE

By:_____
Timothy A. George, WSBA No. 40076
Attorney for City of Des Moines

GORDON & POLSCER, L.L.C.
9755 S.W. Barnes Road, Suite 650
Portland, OR 97225
(503) 242-2922

JUDGMENT

IT IS ORDERED ADJUDGED AND DECREED, that based on the stipulation of Plaintiffs and Defendant, The City of Des Moines, Judgment is hereby entered in this case in favor of Plaintiffs as follows:

1. That Eastern half of 1st Place South immediately abutting the Hesselgesser Parcel is hereby declared Vacated as a matter of law pursuant to the non-user statute and Washington precedent, including but not limited to *Gillis v. King County*, 43 Wn.2d 373 (1953).

2. Title to that Eastern half of 1st Place South immediately abutting the Hesselgesser Parcel is hereby quieted to Plaintiffs, Ryan and Tanica Hesselgesser.

3. The Property Description of the Hesselgesser Parcel is hereby amended to incorporate that Eastern half of 1st Place South for the private use and enjoyment of Plaintiffs and their heirs and successors.

4. The new legal description of the Hesselgesser Parcel shall be:

THAT PORTION OF LOTS 4,5 AND 6, BLOCK 72, THE SOUTHERN PACIFIC LAND COMPANY'S SECOND ADDITION TO DES MOINES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 49, IN KING COUNTY, WASHINGTON, AND VACATED SOUTH HALF OF 209TH STREET ADJACENT ON THE NORTH, AND VACATED EDINBORO AVE (1st PLACE SOUTH) ON THE WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6; THENCE WEST 30 FEET TO THE HALFWAY POINT OF EDINBORO AVE (1st PLACE SOUTH) ; THENCE NORTH 5 DEGREES OF 05 MINUTES WEST PARALLEL TO AND ALONG THE WEST LINE OF LOT 6, BLOCK 72 AND EXTENSION THEREOF
130.51 FEET;
THENCE EAST 110.37 FEET;
THENCE SOUTH 5 DEGREES 05 MINUTES EAST 50.20 FEET;
THENCE SOUTH 18 DEGREES 39 MINUTES WEST 47.49 FEET;
THENCE SOUTH 58 DEGREES 51 MINUTES EAST 67.84 FEET TO THE POINT OF BEGINNNING

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(503) 242-2922

5. Each party is responsible for their own attorneys' fees and costs.

Dated this _____ day of November, 2017.

By:_____
Honorable Richard F. McDermott

Presented By:

By:_____
Ryan Hesselgesser, WSBA No. 40720

By:_____
Timothy A. George, WSBA No. 40076

Attorney for City of Des Moines

GORDON & POLSCER, L.L.C.
9755 S.W. Barnes Road, Suite 650
Portland, OR 97225
(503) 242-2922

CERTIFICATE OF SERVICE

I, _____, declare as follows:

1) I am a citizen of the United States and a resident of the State of Washington. I am over the age of 18 years and not a party to the within entitled cause. I am employed by the law firm of Gordon & Polscer, L.L.C., whose address is 1000 Second Avenue, Suite 1400, Seattle Washington 98104.

2) By the end of business day on November 29, 2017~~November 27, 2017~~, I caused to be served upon counsel of record at the addresses and in the manner described below, the following document:

•

☐ U.S. Mail
☐ Hand Delivery
☐ E-Service via the Court

☐ U.S. Mail
☐ Hand Delivery
☐ E-Service via the Court

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this _____ day of November, 2017.

_____
*

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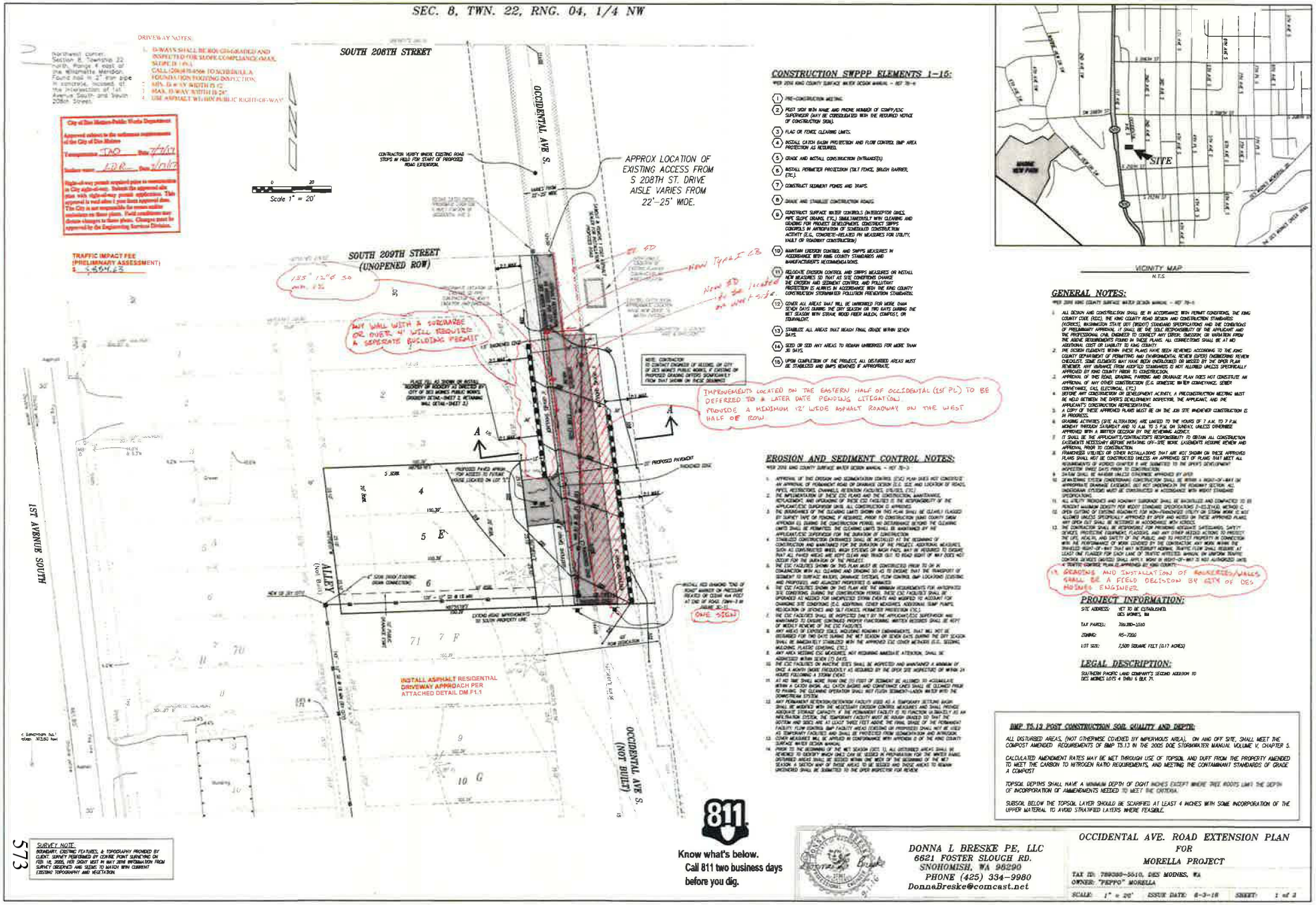
Portland, OR 97225
(503) 242-2922



SURVEY NOTE:
BOUNDARY, EXISTING FEATURES, & TOPOGRAPHY PROVIDED BY CLIENT. SURVEY PERFORMED BY COMPIE POINT SURVEYING ON FEB 16, 2018, PER SHEET MST IN MAY 2016 INFORMATION FROM SURVEY OBSERVED AND SEEMS TO MATCH WITH CURRENT EXISTING TOPOGRAPHY AND VEGETATION.

573

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GORDON & POLSCER, L.L.C.
ATTORNEYS AT LAW

Suite 1400
1000 Second Avenue
Seattle, WA 98104
Telephone: (206) 223-4226
Direct: (206) 812-5080
Facsimile: (206) 223-5459

RYAN J. HESSELGESSER
rhesselgesser@gordon-polscer.com

May 23, 2017

VIA EMAIL ONLY

Tim George
Des Moines City Attorney's Office
21630 11th Ave. S, Suite D
Des Moines, WA 98198
tgeorge@desmoineswa.gov

Re: Automatic Street Vacation of 20906 1st Pl S, Des Moines, WA 98198

Dear Mr. George,

This letter will follow up on our phone call and emails from early March. As discussed, I have prepared a Quiet Title Complaint against the City and Mr. Morella (adjacent landowner). I request that the City cease and desist any and all actions, including but not limited to approval of any building plans for Mr. Morella's proposed Single Family Residence pertaining to or dependent upon any proposed improvements/extensions of 1st PL S (FKA Occidental Ave) that include the portion of land over which I claim title.

As an initial matter, it is unclear from the building permit documents online with the City as to whether the roadway access planned for Mr. Morella includes an extension of 1st PL S, or whether it pertains to a possible easement access over the West portion of Mr. Morella's property. I have attempted to clarify this with the Building department, but have not received a response. Is it possible for you to confirm that the current proposed building plans in fact contain a proposal to extend 1st PL S from my property south to Mr. Morella's property? Obviously, if there is no such proposal in the plans, than the quiet title action will need to be amended to reflect that point. It also may not be then necessary to join Mr. Morella in the lawsuit.

As provided in the Complaint and supporting exhibits, we claim title to the adjacent roadway as originally platted under the automatic vacation statute in place at the time the original plat was filed with King County. (See Letter of July 25, 2014). Given the clear case law, the date of the original plat, the current evidence that the roadway has not been opened, and

aerial pictures of the roadway in 1937 showing the road unopened for use, we request that the City simply stipulated to judgment against it to avoid prolonged and protracted litigation over these issues. If you are agreeable to that, then we may be able to prepare a judgment to file with or close in time to the filing of the complaint.

Please also confirm whether you are authorized to accept service of the complaint on the City's behalf and I will send you a finalized and conformed copy.

I look forward to hearing from you.

Very truly yours,

Ryan J. Hesselgesser

RJH/
Enclosures

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Consultant Contract Amendment for Building Plans and Examination Services: BHC Consultants, LLC

ATTACHMENTS:

1. Contract Amendment No. 2 : BHC Consultants (2017)
2. Contract for Building Inspection and Plan Review Services between the City of Des Moines and BHC Consultants, LLC

FOR AGENDA OF: December 7, 2017

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 30, 2017

CLEARANCES:
[X] Community Development SMC
[ ] Marina ____
[ ] Parks, Recreation & Senior Services ____
[ ] Public Works ____

CHIEF OPERATIONS OFFICER: _____

[X] Legal TG
[ ] Finance ____
[ ] Courts ____
[ ] Police ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval of a contract amendment (refer to Attachment 1) with BHC Consultants, LLC for continued building inspection and plan review services for the year 2018. The following motion will appear on the consent calendar.

Suggested Motion

Motion: "I move to approve Amendment No. 2 to the Contract with BHC Consultants, continuing professional inspection and plan review services for the year 2018 in an amount not to exceed $60,000, and authorize the City Manager to sign the contract amendment substantially in the form submitted."

Background

Due to the current and projected economy and workload, consultant resource services will be needed to assist in meeting the inspection work load for the Building Division.

Discussion
This amendment extends the existing contract with BHC Consultants to provide building inspection and plan review services for the year 2018. Sufficient funds have been budgeted to cover these costs.

Alternatives
Without the additional resources from BHC, there may be service impacts resulting in significant delays and potentially higher costs to our customers.

Financial Impact
There are sufficient funds authorized in the 2018 Budget to cover this expenditure.

Recommendation
Staff requests that Council approve the proposed motion.

AMENDMENT 2

To the BHC Contract for Building and Plans Examination Services

THIS AMENDMENT 2 is entered into on this ____ day of December, 2017, pursuant to that certain Contract entered into on the 20th day of October, 2015 between the **CITY OF DES MOINES,** WASHINGTON (hereinafter "City"), and **BHC Consultants, LLC,** (hereinafter "Consultant").

The parties herein agree that the Contract dated October 20, 2015, shall remain in full force and effect, except for the amendments set forth below.

1) **SECTION II** of the Contract is hereby amended to read as follows:

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I as assigned by Task Order(s) prior to December 31, 2018.

2) **SECTION III** of the Contract is hereby amended to read as follows:

III. COMPENSATION.

A. The City shall pay the Consultant, based on time and materials, an amount not to exceed $60,000 for the services performed under this contract in the year 2018. This is the maximum amount to be paid under this Contract for the work described in Section I above and Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit A for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

CONSULTANT:	CITY OF DES MOINES:
By:_____ *(signature)* Print Name:_____ Its_____ *(Title)* DATE:_____	By:_____ *(signature)* Print Name: Michael Matthias Its City Manager *(Title)* DATE:_____ Approved as to form: _____ City Attorney

ATTACHMENT #2

CONSULTANT SERVICES CONTRACT
between the City of Des Moines and

BHC Consultants, LLC

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and BHC Consultants, LLC ("BHC") organized under the laws of the State of Washington, located and doing business at 1601 Fifth Avenue Suite 500, Seattle WA 98101, 206-505-3400 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

The scope of services to be performed, and the schedule and compensation for performing those services, shall be as described in Exhibit "A" and Exhibit "B", attached, and hereby incorporated into this Contract.

Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I as assigned by Task Order(s) prior to December 31, 2016.

III. COMPENSATION.

A. The City shall pay the Consultant, based on time and materials, an amount not to exceed $65,000 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "B" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year
from the effective date of this Contract.

B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

V. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Consultant's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VI. CLAIMS. If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by

the Consultant unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
   1. The date of the Consultant's claim;
   2. The nature and circumstances that caused the claim;
   3. The provisions in this Contract that support the claim;
   4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
   5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.

B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Consultant also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

VIII. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

IX. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

X. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

XI. INSURANCE. The Consultant shall procure and maintain for the duration of the Contract, 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.

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. 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.

2. 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 additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

B. 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:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

D. 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.

XII. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XIV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XVI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim

arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section X of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

J. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT:	**CITY OF DES MOINES:**
By: Craig P. Chambers (signature)	By: (signature)
Print Name: Craig P. Chambers	Print Name: Anthony A. Piasecki
Its President (Title)	Its City Manager (Title)
DATE: 9/3/15	DATE: 10/20/15
	Approved as to form:
	City Attorney
	DATE: 10/20/15

NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
CONSULTANT:	**CITY OF DES MOINES:**
Craig Chambers, President BHC Consultants 601 Fifth Avenue, Suite 500 Seattle WA 98101 206-505-3400 (telephone) 206-505-3406 (facsimile)	Denise Lathrop, Community Development Manager City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6563 (telephone) 206-870-6544 (facsimile)

EXHIBIT "A"

SCOPE OF SERVICES
2015 Community Development On-Call Services Contract

GENERAL
The City of Des Moines (City) has selected BHC, LLC (Consultant) to provide on-call Services for various Community Development projects and tasks. BHC agrees to perform on-call Services, and will be available on an as-needed called upon basis through December 31, 2015. BHC will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31, 2016, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31, 2016. No new work shall be authorized after December 31, 2016 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent tack order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on time and materials and will be charged at the hourly rate shown in Exhibit B, as determined by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION
Task order assignments may include but are not limited to the following types of work/services:

- Plan Reviews, including but not limited to Building, Fire, Electrical, Mechanical, and Plumbing.
- Building Inspections, including but not limited to non-structural fire and life safety inspections, structural inspections, energy code inspections, barrier free inspections, mechanical, plumbing and electrical inspections.
- Building Official and Administrative Services, including but not limited to Code Interpretations and administrative needs such as ordinance review and update, staffing needs and department budget development and review.
- Land Use Planning, including but not limited to review of development applications for subdivisions, planned developments, binding site plans, variances, conditional uses, sign permits, critical area permits, GMA concurrency, SEPA compliance, comprehensive planning and GIS.
- Civil and Site Plan Review
- Attendance at meetings.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-1. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel as needed to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed $65,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

PLAN REVIEW TASK ORDERS

BHC will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the State of Washington and City of Des Moines (CITY), except that BHC will confer with the Building Official and his/her agent on any portion of the review that specifically requires the approval of the Building Official as specified in the code(s).

A. The BHC will not provide design assistance or advice to the applicant, make any structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant or design

professional.

B. Reviews shall be done by BHC, an approved representative, or an outside sub-consultant. The name of the reviewer or outside consultant shall be submitted to the CITY.

C. If corrections or additions are required, the Consultant will write a draft review letter addressed to the applicant. This draft review letter will be sent to the CITY's agent. The CITY will then send the draft review letter, along with any additional CITY requirements to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the CITY per the submittal requirements for the permit type under review.

D. BHC will indicate that the drawings and other review materials have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet in up to two sets of drawings including the cover sheet.

E. Complete reviews will include structural, nonstructural, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon in the Task Assignment.

F. The CITY will intake, track, and process the permit applications and all revisions per current building and permit administration procedures.

G. BHC will be responsible for the transportation and cost of returning permit review documents back to the CITY. The CITY will be responsible for the transportation and cost of delivering permit review documents to BHC.

H. Unless specifically noted otherwise in the Task Order Assignment, the Consultant will complete the initial review and will have either approved the application and notified the CITY of approval or contacted the applicant and the CITY with corrections within the time frames listed below:

Project Type	Initial Review	Re-Review
Single-Family	10 days (2 weeks)	5 days (1 week)
Multi-Family	15 days (3 weeks)	10 days (2 weeks)
Commercial	20 days (4 weeks)	15 ays (3 weeks)

I. The Consultant will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the CITY of compliance, or if the drawings are still not complete, contact the applicant and the CITY with additional revision requests within the time frames specified above.

J. The review time may be negotiated based on the number and complexity of projects to be reviewed. The Consultant will not be held responsible for delays beyond the Consultant's control. During heavy workloads or schedule delays, the Consultant shall notify the CITY of revisions to estimated target dates.

BUILDING INSPECTION TASK ORDERS

BHC will provide certified building inspectors that will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable CITY Building Codes, except that inspectors will confer

with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.

Inspections will be done in accordance with CITY codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

EXHIBIT "A-1"

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of the Consultant On-Call Services Contract dated _____ shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT "B"
SCHEDULE OF RATES, CHARGES AND FEES

Task Order Assignments will be based on the hourly rates indicated below:

Classification	Hourly Rate
Building Inspector	$75
Electrical	$85
Plan Reviewer - nonstructural	$130
Structural P.E.	$170
Civil/site plan review (P.E.)	$130
Principal Consultant (Building Official)	$150
Planning Director	$130
Planning Manager (Land Use/Environmental)	$100
Planner (Land Use/Environmental)	$95
GIS Technician	$90
Administration Assistance	$75

A. Each billing statement will include the permit application number and owner or project name of the plans reviewed with the fee.

B. Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period.

C. The CITY shall have the right to withhold payment to the Consultant for any work not completed in a satisfactory manner until such time that the consultant modifies such work to the satisfaction of the CITY.

D. The cost of delivering plans for review to BHC will be incurred by the CITY. The cost of delivering reviewed plans back to city will be incurred by BHC.

E. Hourly rates shown are portal to portal from inspector's residence or the Seattle office, whichever is less for on-call services.

F. All mileage included by BHC inspector will be reimbursed at the most current IRS rate, currently .575 cents per mile. Mileage will not be assessed on travel using client supplied vehicle.

G. Consultant staff's normal work days are Monday through Friday (8am~5pm). Office work on Saturdays, Sundays, or CITY Holidays will be performed only at specific request of the CITY. Billing for work performed outside normal work hours are on Saturdays, Sundays, or CITY Holidays shall be at 150% of the rates shown above.

H. This Schedule of Hourly Rates is effective as of January 1, 2015. Rates are subject to annual review.

BHC CONSULTANTS

LETTER OF TRANSMITTAL

DATE: September 3, 2015 PROJECT NO.

TO: City of Des Moines
Development Services Division
21630 11th Ave. S Suite A
Des Moines, WA 98198

RE: Building Code Services

ATTN: Larry Pickard, Building Official

THE FOLLOWING ITEMS ARE:

- ☐ REQUESTED
- ☒ ENCLOSED
- ☐ SENT VIA US MAIL

NO. OF COPIES	DESCRIPTION
1	Signed agreement for Building Department Services

General Remarks:
Larry, Please find enclosed one signed copies of the Building Department Services agreement as requested

Sincerely,
BHC Consultants, LLC

BY: Willie Hill, ACO, CBO

CC:

1601 Fifth Avenue, Suite 500 • Seattle, WA 98101 • (206) 505-3400 • FAX (206) 505-3406
www.bhcconsultants.com

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Hearing: Draft Ordinance 17-111 relating to the Environment Code establishing an off-site mitigation and fees paid in lieu program and amending chapter 16.25, and establishing an associated urban forestry fund in chapter 3.51.

ATTACHMENTS:

1. Draft Ordinance No. 17-111 relating to the Environment Code establishing an off-site mitigation and fees paid in lieu program and amending chapter 16.25, and establishing an associated urban forestry fund in chapter 3.51.

FOR AGENDA OF: December 7, 2017

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 27, 2017

CLEARANCES:
[X] Community Development SMC
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Public Works RBC

CHIEF OPERATIONS OFFICER:

[X] Legal TG
[X] Finance CP
[ ] Courts N/A
[ ] Police N/A

APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider Draft Ordinance No. 17-111 relating to the Environment Code establishing an off-site mitigation and fees paid in lieu program and amending chapters 16.25, and establishing an associated urban forestry fund in chapter 3.51. The City Council can enact this ordinance by passing the following motions:

Suggested Motions

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 17-111 on first reading."

Motion 2: "I move to adopt Draft Ordinance No. 17-111 relating to the Environment Code establishing an off-site mitigation and fees paid in lieu program and amending chapter 16.25, and establishing an associated urban forestry fund in chapter 3.51."

Background

City Council acting through its standing committees directed City staff to prepare a draft ordinance for its consideration that both minimizes the impact of the acquisition of private property for the Federal Way Link Extension (FWLE), a regional essential public transportation facility, while helping to facilitate the project, engage and protect the Pacific Ridge Neighborhood residents, and minimize project costs.

The Des Moines Municipal Code (DMMC) now requires a twenty-five foot landscape buffer and a five foot berm for the portions of the FWLE adjacent to freeways. A guideway edge landscape buffer otherwise satisfactory to the City may not provide adequate landscape space on site to accommodate all the replacement trees required by the DMMC without increasing the amount of right of way to be acquired from abutting property owners and also increasing project costs. To avoid condemning additional property solely as a place to plant required replacement trees, Sound Transit has expressed interest in off-site mitigation or an in-lieu payment.

Discussion:

Each of the 11 residential parcels acquired in whole or in part along the Des Moines portion of the FWLE are uniquely impacted by the right-of-way acquisition and design requiring administrative flexibility in the application of the DMMC and design of the FWLE. At the May 18, 2017 City Council Public Safety and Transportation Committee and the June 8, 2017 Finance and Economic Development Committee, staff discussed how the City's current development regulations would affect the acquisition of private property and property remaining after the acquisitions. On August 7, 2017, August 14, 2017 and September 6, 2017, public or homeowners association meetings were held where staff discussed how the City's current development regulations would affect the acquisition of private property and property remaining after the acquisitions. At the August 7, 2017, August 14, 2017 and September 6, 2017 meetings, those in attendance were generally in favor of the proposed changes in this Ordinance as long as it provided for input by the property owners impacted by the acquisition and resulted in aesthetically pleasing landscaping.

Once passed, the City Council expects Sound Transit to begin working with individual property owners, explaining how the planned landscape buffer design will affect their property and offering additional buffer landscaping on their property to further mitigate the effect of the FWLE, incorporating these negotiated conditions into the Request for Proposals (RFP) and the Development Agreement (DA) with the City. Sound Transit may conclude through these discussions that they do not control sufficient property to meet the City's landscape buffer requirements along the guideway buffer and request an off-site mitigation and/or tree replacement approach consistent with the changes made by this ordinance.

The regulatory changes proposed in Draft Ordinance 17-073 and this ordinance will provide the regulatory framework for the FWLE landscape design and in 2018 will be incorporated into ST's design builder (DB) request for proposals (RFP) as design parameters. The changes will also be incorporated into the mid-2018 City Council-approved development agreement with ST which will also become a DB requirement. Once a DB is competitively selected, the DB will complete the landscape buffer design and submit these plans to the City for permit approval. The landscape plans are expected to include certain modifications as permitted by the DMMC to include buffer averaging and possibly off-site mitigation. The City will review and approve these plans with conditions consistent with the DMMC, the RFP and the DA. The final impact on individual property owners, the Pacific Ridge Neighborhood and potentially other off-site areas will not be completely defined until permits are issued in 2019.

Many parts of the urban forest in Des Moines are in poor health because of age, disease or invasive plants requiring increasing care, maintenance reforestation, and the City lacks adequate resources to address the needs of its urban forest areas. This ordinance establishes ways to create additional resources to preserve, plant and maintain trees within the City including off-site mitigation and fees paid in lieu of on-site work when it is not feasible or desirable to reasonably meet the requirements of the DMMC. It may also provide additional options to mitigate other development-related tree impacts by the Port of Seattle or private developers in ways that provide better environmental benefits to the City and its residents. A dedicated Urban Forestry Fund is created to enable the proposed fee-in-lieu program.

Alternatives:
The City Council may:

1. Enact the proposed Draft Ordinance 17-111 as written.

2. Enact Draft Ordinance 17-111 with amendments.

3. Pass enactment of Draft Ordinance No. 17-111 to a second reading in 2018.

4. Decline to enact Draft Ordinance 17-111. Under this alternative, Sound Transit may be required to acquire additional single and multi-family property to fully accommodate required landscape buffer and/or tree planting along the FWLE guideway.

Financial Impact:
The overall cost to Sound Transit for the FWLE may be increased depending on the City Council's final decisions following the public hearing on Draft Ordinance 17-111.

Recommendations/Conclusion:
Administration recommends that the City Council approve Draft Ordinance No. 17-111.

Concurrence:
Community Development, Public Works, Finance and Legal Departments concur.

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ATTACHMENT #1

LEGAL DEPARTMENT'S FIRST DRAFT 11/22/2017

DRAFT ORDINANCE NO. 17-111

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Environment Code, establishing an off-site mitigation and fees paid in lieu program in chapter 16.25 DMMC, and establishing an associated urban forestry fund in chapter 3.51 DMMC.

WHEREAS, the City Council acting through its standing committees directed City staff to prepare an ordinance for its consideration that minimizes the impact of the acquisition of private property for the Federal Way Link Extension (FWLE), a regional essential public transportation facility, while helping to facilitate the project, engage the Pacific Ridge Neighborhood and minimize project costs, and

WHEREAS, the Des Moines Municipal Code (DMMC) requires a twenty-five-foot landscape buffer and a five-foot berm for the portions of the FWLE adjacent to freeways, and

WHEREAS, a guideway edge landscape buffer otherwise satisfactory to the City may not provide adequate landscape space on site to accommodate all the replacement trees required by the DMMC without increasing the amount of right of way to be acquired from abutting property owners and increasing project costs, and

WHEREAS, the City Council notes that Pacific Ridge is the most heavily impacted neighborhood along the entire FWLE project in terms of private property acquisitions and desires to minimize to the extent possible the impacts of right of way acquisitions on single and multi-family properties, and

WHEREAS, the City Council desires that the FWLE design represent the highest possible quality of urban and landscape design as validated by affected property owners and the Pacific Ridge Neighborhood, that it is a strong, complementary and integrating amenity of the Pacific Ridge Neighborhood, and that the landscape be tall and dense while incorporating Crime Prevention Through Environmental Design (CPTED) principles and features, and

WHEREAS, each of the 11 residential parcels acquired in whole or in part along the Des Moines portion of the FWLE are uniquely impacted by the right of way acquisition and design requiring administrative flexibility in the application of the DMMC and design of the FWLE, and

WHEREAS, many parts of the urban forest in Des Moines are in poor health because of age, disease or invasive plants requiring increasing care and maintenance reforestation, and

WHEREAS, the City lacks adequate resources to address the needs of its urban forest areas and the City Council desires to establish ways to create additional resources to preserve, plant and maintain trees within the City including off-site mitigation and fees paid in lieu of on-site work when it is not feasible or desirable to reasonably meet the requirements of the DMMC, and

WHEREAS, at the May 18, 2017 City Council Public Safety and Transportation Committee and the June 8, 2017 Finance and Economic Development Committee, staff discussed how the City's current development regulations would affect the acquisition of private property and property remaining after the acquisitions, and

WHEREAS, on August 7, 2017, August 14, 2017 and September 6, 2017, public or homeowner association meetings were held where staff discussed how the City's current development regulations would affect the acquisition of private property and property remaining after the acquisitions, and

WHEREAS, at the August 7, 2017 and August 14, 2017, public meetings, those in attendance were generally in favor of the proposed changes in this Ordinance if it provided for input by the property owners impacted by the acquisition and aesthetically pleasing landscaping, and

WHEREAS, the changes proposed by this Ordinance have been processed in accordance with the requirements of the State Environmental Policy Act (SEPA), a final determination of non-significance was issued by the responsible official, and the appropriate comment period has expired, and

WHEREAS, the City Council set the date for the public hearing by Resolution No. 1371, fixing the public hearing for December 7, 2017, and

WHEREAS, the textual code amendments proposed in this Draft Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on November 15, 2017 in accordance with the DMMC, and

WHEREAS, a public hearing was held on December 7, 2017 where all persons wishing to be heard were heard; now therefore

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. A new section is added to chapter 16.25 DMMC to read as follows:

16.25.085. Off-site mitigation and fees paid in lieu. Where an applicant cannot provide for the minimum required replacement trees on site, off-site mitigation for private developments or a fee-in-lieu payment into the City's urban forestry fund for public developments may be approved by the Community Development Director.

(1) Where off-site mitigation is utilized, the remaining required replacement trees must be planted at an off-site location approved by the Director. Where the site is City-owned property, the public works and/or parks department must also approve the tree planting. Acceptable off-site locations, in order of priority, are as follows:

(a) Publicly owned land in the City of Des Moines including but not limited to: environmentally sensitive areas; regional surface water facilities; or wildlife corridors. Similar lands owned by nonprofit entities that are reserved in open space also qualify.

(b) Publicly owned parks or recreational facilities within the City of Des Moines.

(c) Other mitigation or restoration sites managed by other public entities or private conservation groups.

(d) Public school sites within the City of Des Moines.

(e) Other sites proposed by the applicant, when it is documented that higher priority sites are not available or viable.

(2) Where use of a tree replacement fee is approved by the Director, the fee shall be paid into the City's urban forestry fund established in DMMC 3.51.150. The fee shall be established based on the number of replacement trees being satisfied as follows: The fee for each replacement tree shall cover the cost of a tree of the required size and type, installation (labor and equipment), maintenance for two years, and fund administration.

Sec. 2. A new section is added to chapter 3.51 DMMC to read as follows:

3.51.150 Urban forestry fund.

(1) There is created an "urban forestry fund."

(2) Funding sources.

(a) The fee for replacement trees and all other money received pursuant to Section 1 of this ordinance;

(b) Sale of trees or wood from City property where the proceeds from such sale have not been dedicated to another purpose;

(c) Donations and grants for the purposes of the fund; and

(d) Other monies designated by the City Council.

(3) Funding purposes. The City shall use money received pursuant to this section for the following purposes:

(a) Acquiring, maintaining, and preserving wooded areas within the City;

(b) Planting and maintaining trees within the City;

(c) Urban forestry education; or

(d) Other purposes relating to trees as determined by the City Council.

Sec. 3. Codification.

(1) Section 1 of this Ordinance shall be codified as DMMC 16.25.085, entitled "Off-site mitigation and fees paid in lieu".

(2) Section 2 of this Ordinance shall be codified as DMMC 3.51.150, entitled "Urban forestry fund".

Sec. 4. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

(2) If the provisions of this Ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this Ordinance is deemed to control.

Sec. 5. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its final approval by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____ and signed in authentication thereof this ____ day of _____, 2017.

_____
M A Y O R

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Published: _____

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Hearing: Draft Ordinance 17-073 relating to the zoning code and City land use and development regulations, and amending chapters 18.15, 18.190 and 18.195 DMMC.

ATTACHMENTS:

1. Draft Ordinance No. 17-073 relating to the zoning code and City land use and development regulations, and amending chapters 18.15, 18.190 and 18.195 DMMC.

FOR AGENDA OF: December 7, 2017

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 27, 2017

CLEARANCES:
[X] Community Development SMC
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Public Works RBC

CHIEF OPERATIONS OFFICER:_____

[X] Legal TG
[ ] Finance N/A
[ ] Courts N/A
[ ] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL:_____

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider Draft Ordinance No. 17-073 relating to City land use and development regulations, amending chapters 18.15, 18.190 and 18.195 DMMC to minimize the impact on property owners and tenants affected by the acquisition of right of way by Sound Transit (ST) and project design for the Federal Way Link Extension (FWLE), a regional essential public transportation facility. The City Council can enact this ordinance by passing the following motions:

Suggested Motions

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 17-073 on first reading."

Motion 2: "I move to adopt Draft Ordinance No. 17-073 relating to City land use and development regulations, and amending chapters 18.15, 18.190 and 18.195 DMMC to minimize the impact on property owners and tenants affected by the acquisition of right of way by Sound Transit and project design for the Federal Way Link Extension through Des Moines, a regional essential public transportation facility."

Background

The City Council acting through its standing committees directed City staff to prepare an ordinance for its consideration that both minimizes the impact of the acquisition of private property for the Federal Way Link Extension (FWLE), a regional essential public transportation facility, while helping to facilitate the project, engage and protect the Pacific Ridge Neighborhood residents, and minimize project costs.

The Des Moines Municipal Code (DMMC) now requires a twenty-five foot landscape buffer and a five foot berm for the portions of the FWLE adjacent to freeways. A five foot berm with standard three to one side slopes would result in a thirty-five foot width exceeding the twenty-five foot width currently required. The FWLE guideway design includes a concrete noise wall throughout most of Pacific Ridge with a minimum height of six feet to fully buffer the measured noise from the light rail train. Sound Transit is also working with the Washington State Department of Transportation (WSDOT) to validate that the FWLE as designed fully mitigates noise from the SR 509 extension and I-5 traffic.

Sound Transit prefers a guideway edge design that includes a sound wall with architectural treatment, a five foot cleared maintenance access strip, a Sound Transit-maintained landscape buffer to minimize the amount of right of way to be acquired from abutting property owners and also minimize project costs. Pacific Ridge is the most heavily impacted neighborhood along the entire FWLE project in terms of private property acquisitions and the City desires to minimize to the extent possible the impacts of right of way acquisitions on single and multi-family properties.

The City desires that the landscape edge design represent the highest possible quality of urban and landscape design as validated by affected property owners and the Pacific Ridge Neighborhood, that it is a strong, complementary and integrating amenity of the Pacific Ridge Neighborhood, and that the landscape be tall and dense while incorporating Crime Prevention Through Environmental Design (CPTED) principles and features.

Discussion:

Each of the 11 residential parcels acquired in whole or in part along the Des Moines portion of the FWLE are uniquely impacted by the right-of-way acquisition and design requiring administrative flexibility in the application of the DMMC and design of the FWLE. At the May 18, 2017 City Council Public Safety and Transportation Committee and the June 8, 2017 Finance and Economic Development Committee, staff discussed how the City's current development regulations would affect the acquisition of private property and property remaining after the acquisitions. On August 7, 2017, August 14, 2017 and September 6, 2017, public or homeowners association meetings were held where staff discussed how the City's current development regulations would affect the acquisition of private property and property remaining after the acquisitions. At the August 7, 2017, August 14, 2017 and September 6, 2017 meetings, those in attendance were generally in favor of the proposed changes in this Ordinance as long as it provided for input by the property owners impacted by the acquisition and resulted in aesthetically pleasing landscaping.

Once passed, the City Council expects Sound Transit to begin working with individual property owners, explaining how the planned landscape buffer design will affect their property and offering additional buffer landscaping on their property to further mitigate the effect of the FWLE, incorporating these negotiated conditions into the Request for Proposals (RFP) and the Development Agreement (DA) with the City.

The changes proposed in this ordinance will provide the regulatory framework for the FWLE landscape design and in 2018 will be incorporated into Sound Transit's design builder (DB) request for proposals (RFP) as design parameters. The changes will also be incorporated into the mid-2018 City Council-approved development agreement with Sound Transit which will also become a DB requirement. Once a DB is competitively selected, the DB will complete the landscape buffer design and submit these plans to the City for permit approval. The landscape plans are expected to include certain modifications as permitted by the DMMC including buffer averaging and offsite mitigation. The City will review and approve these plans with conditions consistent with the DMMC, the RFP and the DA. The final impact on individual property owners and the Pacific Ridge Neighborhood will not be completely defined until permits are issued in 2019.

The City's approval of the buffer design will also require that the noise generated by the FWLE and the SR 509 extension, as estimated by the FWLE Environmental Impact Statement and also by a City and FWLE peer-reviewed noise study, is fully mitigated. These expectations will also be incorporated into the RFP and DA.

Alternatives:
The City Council may:

1. Enact the proposed Draft Ordinance 17-073 as written.

2. Enact Draft Ordinance 17-073 with amendments.

3. Pass enactment of Draft Ordinance No. 17-073 to a second reading in 2018.

4. Decline to enact Draft Ordinance 17-073. Under this alternative, Sound Transit would be required to provide a uniform 35-foot buffer and acquire substantial additional single and multi-family property.

Financial Impact:
The overall cost to Sound Transit for the FWLE may be increased depending on the City Council's final decisions following the public hearing on Draft Ordinance 17-073.

Recommendations/Conclusion:
Administration recommends that the City Council approve Draft Ordinance No. 17-073.

Concurrence:
Community Development, Public Works, and Legal Departments concur.

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ATTACHMENT #1

CITY ATTORNEY'S FIRST DRAFT 11/24/2017

DRAFT ORDINANCE NO. 17-073

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Zoning Code and City land use and development regulations, amending chapters 18.15, 18.190 and 18.195 DMMC to minimize the impact on property owners and tenants affected by the acquisition of right of way by Sound Transit and project design for the Federal Way Link Extension, a regional essential public transportation facility.

WHEREAS, the City Council acting through its standing committees directed City staff to prepare an ordinance for its consideration that minimizes the impact of the acquisition of private property for the Federal Way Link Extension (FWLE), a regional essential public transportation facility, while helping to facilitate the project, engage the Pacific Ridge Neighborhood and minimize project costs, and

WHEREAS, the Des Moines Municipal Code (DMMC) requires a twenty-five-foot landscape buffer and a five-foot berm for the portions of the FWLE adjacent to freeways, and

WHEREAS, a five-foot berm with three to one side slopes would result in a thirty-five-foot width exceeding the twenty-five-foot width currently required, and

WHEREAS, the preliminary engineering design of the FWLE guideway includes a noise wall throughout most of Pacific Ridge with a minimum height of six feet to buffer the measured noise from the light rail train, and

WHEREAS, Sound Transit prefers a guideway edge design on Sound Transit-acquired parcels that includes a sound wall with architectural treatment, a five-foot cleared maintenance access strip, and a Sound Transit-maintained landscape buffer to minimize the amount of right of way to be acquired from abutting property owners and minimize project costs, and

WHEREAS, the City Council notes that Pacific Ridge is the most heavily impacted neighborhood along the entire FWLE project in terms of private property acquisitions and the Council desires to minimize to the extent possible the impacts of right of way acquisitions on single and multi-family properties, and

WHEREAS, the City Council desires that the design represent the highest possible quality of urban and landscape design as validated by affected property owners and the Pacific Ridge Neighborhood, that it is a strong, complementary and integrating amenity of the Pacific Ridge Neighborhood, and that the landscape be tall and dense while incorporating Crime Prevention Through Environmental Design (CPTED) principles and features, and

WHEREAS, each of the 11 residential parcels acquired in whole or in part along the Des Moines portion of the FWLE are uniquely impacted by the right of way acquisition and design requiring administrative flexibility in the application of the DMMC and design of the FWLE, and

WHEREAS, at the May 18, 2017 City Council Public Safety and Transportation Committee and the June 8, 2017 Finance and Economic Development Committee, staff discussed how the City's current development regulations would affect the acquisition of private property and property remaining after the acquisitions, and

WHEREAS, on August 7, 2017, August 14, 2017 and September 6, 2017, public or homeowner association meetings were held where staff discussed how the City's current development regulations would affect the acquisition of private property and property remaining after the acquisitions, and

WHEREAS, at the August 7, 2017, August 14, 2017 and September 6, 2017, public or homeowner association meetings, those in attendance were generally in favor of the proposed changes in this Ordinance if it provided for input by the property owners impacted by the acquisition and resulted in aesthetically pleasing landscaping, and

WHEREAS, with respect to the FWLE landscape buffer, the City Council intends that these regulation changes will be implemented in four phases: (1) this ordinance will create the regulatory framework for a landscape design; (2) Sound Transit and the City will enter into a development agreement (DA) in 2018 before the final Request for Proposals (RFP) is issued by Sound Transit; (3) the Design Builder (DB) will complete the landscape design based on the RFP requirements and the DA conditions and submit these plans as part of the appropriate permit application; and (4) the requested modifications will be processed as part of the applicable City permit or approval process, conditioned in accordance the City Council-approved DA, and

WHEREAS, the WSDOT SR 509 Project is adjacent to the FWLE in Des Moines and is undergoing a separate environmental and noise review which the City will review prior to finalizing its DA with Sound Transit, and

WHEREAS, with respect to the FWLE noise mitigation, the City Council's basis for the regulation change eliminating the requirement for a five-foot berm in favor of FWLE noise walls relies on the FWLE Final Environmental Impact Statement commitment to mitigate the noise impacts of the FWLE consistent with Sound Transit's Light Rail Noise Mitigation Policy and the Federal Transit Administration Guidance Manual (2006) and Sound Transit's willingness to work collaboratively with the City and WSDOT to identify efficiencies in implementing noise mitigation for both parties to fully mitigate the WSDOT noise; and intends this regulation change will be implemented in four phases similar to the landscape buffer design process above, and

WHEREAS, once passed, the City Council expects Sound Transit to begin working with individual property owners, explaining how the planned landscape buffer design will affect their property and offering additional buffer landscaping on their property as required by chapter 18.195 DMMC, incorporating these negotiated conditions in the RFP and the DA with the City, and

WHEREAS, the City's SEPA Responsible Official reviewed this proposed non-project action and determined that the changes

proposed by this Ordinance have been processed in accordance with the requirements of the State Environmental Policy Act (SEPA), a final determination of non-significance was issued on October 24, 2017, and the appropriate comment and appeal periods expired on November 17, 2017, and

WHEREAS, the City Council set the date for the public hearing by Resolution No. 1372, fixing the public hearing for December 7, 2017 as required by DMMC 18.30.070, and

WHEREAS, the textual code amendments proposed in this Draft Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on November 15, 2017 in accordance with the DMMC, and

WHEREAS, a public hearing was held on December 7, 2017 where all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the Title 18 DMMC amendments contained in this Ordinance comply with the requirements of chapter 36.70A RCW and are appropriate and necessary; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. DMMC 18.15.020, *Nonconforming Building and Uses Application* and section 3 of Ordinance No. 1655 and section 38 of Ordinance No. 1591 shown below, are each amended as follows:

18.15.020 Application.

(1) The foregoing regulations set forth in this Title shall be subject to the general provisions, conditions, and exceptions contained in this chapter.

(2) The provisions of this chapter shall apply to buildings, structures, land, and uses which

become nonconforming because of the application of this Title to them, from classification or reclassification of the property under this Title or any subsequent amendments thereto, or from governmental acquisition of property for right-of-way expansion or essential public facility construction. If a use originally authorized by a variance, conditional use permit, or other valid use permit prior to August 3, 1964, is located within a zone in which such use is not permitted by the terms of this Title, such use shall be a nonconforming use. Uses validly established prior to August 3, 1964, shall not be deemed nonconforming only because of failure to secure a conditional use permit required under this Title.

(3) If a building, structure or land becomes non-conforming solely because of governmental acquisition of a portion of the property for an essential public transportation facility, the property shall be a legal nonconforming lot and the building, structure or use may continue.

Sec. 2. DMMC 18.15.030, *Nonconforming Building and Uses Purpose* and section 39 of Ordinance No. 1591 shown below, are each amended as follows:

Purpose. This chapter regulates legal nonconforming lots, structures, uses, and other development situations, which were made nonconforming through the adoption of, or amendments to this code, or from governmental acquisition of property for right-of-way expansion for the construction of essential public transportation facilities. This chapter also specifies those

circumstances, conditions, and procedures under which such nonconformities may be permitted to continue, expand, or be modified.

Sec. 3. DMMC 18.190.200, *Location and height of wall, fence, or hedge*, and section 400 of Ordinance No. 1591 as amended by section 14 of Ordinance No. 1655 shall be amended by adding (9) to read as follows:

Location and height of wall, fence or hedge. In any Residential Zone a wall, fence, or hedge is permitted under the following conditions:

. . . . . .

(9) The height restrictions in this section may be modified by the Community Development Director in accordance with DMMC 18.190.200 when the need for such modification results from governmental acquisition of property for right-of-way expansion or construction of essential public transportation facilities.

Sec. 4. DMMC 18.190.280, *Substandard or nonconforming lots in Single-Family Residential Zones*, and section 408 of Ordinance No. 1591 as amended by section 14 of Ordinance No. 1655 shall be amended to read as follows:

Substandard or nonconforming lots in ~~Single-Family Residential~~ or Commercial Zones. In any ~~Single-Family Residential~~ residential or commercial ~~Zone~~zone, a ~~single-family~~ dwelling or building may be established on a lot which cannot satisfy the lot area requirements of the zone; provided that:

(1) All other bulk regulations shall apply, and

(2) The owner of such nonconforming lot does not own any adjoining vacant lots of record of continuous boundary to which the nonconforming or substandard lot can be merged in title or with which the lot lines can be adjusted to create lots of record which satisfy the lot area requirements of the zone or create a lot of record of greater area, and

(3) The owner of such nonconforming lot or lots has not received a fee interest in such lot or lots from a party who at any time subsequent to April 25, 1988~~, or~~ held a fee interest in any adjoining lot of continuous boundary; and further provided, that limitation (3) above shall not apply to a party who either (A) acquires a fee interest by enforcement of a security interest in such property where the security interest was created prior to April 25, 1988, or (B) has acquired such fee interest as the result of a judicial decree of partition by a court of competent jurisdiction~~.~~, or

(4) The government has acquired a portion of the property for right-of-way expansion or construction of essential public transportation facilities, subject to 18.190.280 (1), (2), and (3) DMMC above.

Sec. 5. DMMC 18.195.140, *Landscaping adjacent to freeways* and section 425 of Ordinance No. 1591, shall be amended to read as follows:

Landscaping adjacent to freeways. A Type II landscaping strip with a minimum width of 25 feet ~~[illegible]~~ shall be provided adjacent to freeways within all zones except Single-Family Residential and R-SE Zones. ~~[illegible]~~

~~permitted by the Washington State Department of Transportation and approved by the Planning, Building and Public Works Department.~~

Sec. 6. A new section is added to chapter 18.195 DMMC to read as follows:

18.195.425. Landscaping for Essential Public Transportation Facilities.

(1) A request to modify landscaping and/or irrigation requirements for essential public transportation facilities shall be detailed in landscape design plans submitted by the essential public transportation facility designer or design-builder. The landscape design shall clearly and in detail state what adjustments of requirements are being requested and the reasons such adjustments are warranted, and shall be accompanied with such supplementary data, such as sketches, surveys, statistical information and if appropriate how the landscape design conforms to design requirements and/or development agreements affecting the project, as deemed necessary to substantiate the adjustment.

(2) A required landscape buffer may be reduced by more than 50 percent for construction of essential public transportation facilities in conjunction with governmental acquisition of property for right-of-way expansion with approved landscape design plans incorporating existing or proposed vegetation, or alternative mitigation measures such as buffer or open space averaging, off-site mitigation and fees paid in lieu pursuant to Chapter 16.25 DMMC or other alternative mitigation approaches which result in an "equal or better" buffer result for the project or benefit to the City.

(3) The requested modifications shall be processed as part of the applicable City permit or approval process in accordance with conditions associated with the approved modifications to required landscaping, landscape buffers and irrigation and as set forth in a City Council-approved development agreement pursuant to RCW 36.70B.

Sec. 7. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

(2) If the provisions of this Ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this Ordinance is deemed to control.

Sec. 8. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its final approval by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____ and signed in authentication thereof this ____ day of _____, 2017.

_____
M A Y O R

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Published: _____

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AGENDA ITEM

SUBJECT: Draft Ordinance 17-140 renaming South 236th Lane to College Way

ATTACHMENTS:
1. Draft Ordinance No. 17-140
2. Correspondence from Highline College
3. Map of potential street name change location
4. Des Moines Municipal Code (DMMC) excerpt 12.50.070

FOR AGENDA OF: December 7, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 29, 2017

CLEARANCES:
[X] Community Development SMC
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Public Works RBC

CHIEF OPERATIONS OFFICER:

[X] Legal
[ ] Finance N/A
[ ] Courts N/A
[ ] Police N/A

APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to consider Draft Ordinance No. 17-140 (Attachment 1) that would consider renaming South 236th Lane to College Way from SR-99 to the west right-of-way limit (eastern property line of Highline College).

Suggested Motion

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 17-140 on first reading."

Motion 2: "I move to enact Draft Ordinance No. 17-140 renaming South 236th Lane to College Way effective January 15, 2018".

Background

South 236th Lane is currently a one-way roadway (westbound only) that connects from SR-99 (Pacific Highway South) to the west right-of-way limit/Highline College property line. (See map provided in Attachment 3.) This roadway primarily serves Highline College as an entrance to their campus and

access to their east and north lots. South 236th Lane does not currently extend eastward beyond SR-99. Tbere are no properties currently addressed from this roadway.

Along the north side of South 236th Lane is the Highline Place development which consists of two planned buildings. Building 1 is currently under construction and will be completed in Fall 2018. Building 2 is currently in design and will be submitting for building permits Winter 2017/Spring 2018. Tentatively, Building 2 will be addressed from the 236th Lane roadway. City staff notified the property owner of the potential name change at the pre-application meeting for Building 2 that took place on October 18, 2017. The property owner expressed support for the proposed name change.

The property adjacent to South 236th Lane to the south currently has two retail establishments (Baskin Robbins and Haru Sushi and Teriyaki) that are addressed and front SR-99. This parcel is identified as an acquisition parcel by Sound Transit to accommodate the future widening of South 236th Lane.

Per the Des Moines Municipal Code chapter 12.50.070 (Attachment 4) Council re-designation, the City Council has the authority to change street names or change numbered streets to named streets. Applications to the City Council for street renaming shall contain the signatures of the majority of persons having ownership in properties addressed on the street. However, since no properties are addressed from South 236th Lane, the majority requirement of property owners is not applicable.

During the Sound Transit station area planning work for the Federal Way Link Extension, it was noted from College representatives and students a desire to potentially re-name South 236th Lane to a more appropriate name that acknowledges the primary use of this street as entrance into Highline College. The Highline College Master Plan, which Council approved in 2016 identified South 236th Lane as a key entrance with a desire to make this the "front door" so to speak concurrent with the planned Sound Transit and City investments into this corridor which would widen the roadway and significantly improve the pedestrian and bicycle facilities from the College to the new light rail station and planned light rail parking garage.

Throughout the planning work with Sound Transit on the Link Extension project, there have been numerous occasions where 236th Lane has been written as South 236th Street on documents/plans. This has created some confusion as there is a South 236th Street along the north border of Highline College between 28th Ave South and 25th Avenue South. Renaming 236th Lane will help eliminate this confusion moving forward.

Renaming the street at this time, before the Highline Place – building 2 is constructed an occupied, will also pre-empt the inevitable impacts of the future residents of that development (address changes, etc.)

Discussion

In mid- October Dan Brewer, Chief Operations Officer for the City of Des Moines reached out to Highline College regarding their opinion and position on a potential street name change of Soutb 236th Lane in part to help alleviate the potential confusion as well as acknowledge a more appropriate name given the future improvements and focus of this street.

On October 26, 2017, City staff met with representatives from Highline College to discuss a potential agreement on the modifications needed at the west terminus of South 236th Lane in order to accommodate

the planned widening of the roadway by Sound Transit. The College expressed strong support in renaming the roadway during this meeting.

On November 3, 2017, City staff received a letter (Attachment 2), requesting in writing supporting re-naming South 236th Lane to College Way. In this letter the College expressed their support for the change because of the planned future developments and the opportunity to transform the area. Citing that street names give character and life to the space they occupy, often serving as markers for an area. Names can transform a location into a place, and distinguish the street as a well-defined urban element. Seeing the words "College" on this strip of Pacific Highway South conjures up a different, more positive image than some held currently. The college also pointed out several current examples of College Way in several Puget sound campus locations such as:

College Way – adjacent to Pierce College in Puyallup
College Way N – adjacent to North Seattle College in Seattle
E College Way – adjacent to Skagit Valley College in Mt. Vernon

The City's Building Official has pointed out on previous potential street re-naming requests that all newly assigned streets (both public and private) are given a numbered designation matching the grid system. This helps with addressing and reduces potential location confusion, however, with no existing properties being addressed form South 236th Lane, this concern is not applicable. The Building Official has indicated support for the re-naming of South 236th Lane.

If approved, the motion includes the effective date of the street name change, staff considers 30 days a reasonable timeframe to procure and install a new sign.

Alternatives
The City Council may:

1. Enact the proposed Draft Ordinance.

2. Enact the proposed Draft Ordinance with amendments.

3. Decline to enact the Draft Ordinance and remand the Draft Ordinance 17-140 to the Public Safety and Transportation Committee for further work.

Financial Impact
It is assumed City staff will procure and install one new street name sign at the intersection of South 236th Lane and SR-99. The cost for materials and labor is anticipated to be approximately $200 which can be absorbed in the current Street Fund operating budget.

Recommendation or Conclusion
None.

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CITY ATTORNEY'S FIRST DRAFT 10/19/2017

DRAFT ORDINANCE NO. 17-140

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON renaming South 236th Lane to College Way between Pacific Highway South and the west end of the right-of-way.

WHEREAS, on November 3, 2017 City staff received a letter officially requesting the City Council to consider changing the street name of South 236th Lane between Pacific Highway South and the west end of the right-of-way, and

WHEREAS, this street under consideration is a primary entrance into Highline College and will be improved and widened in the future by Sound Transit as a part of the Federal Way Link Extension project scheduled to open in 2024, and

WHEREAS, no current properties are addressed from South 236th Lane, and

WHEREAS, DMMC 12.50.070 gives the City Council the authority to redesignate street names or change numbered streets to named streets provided the requirements of DMMC 12.50.070 are met, and

WHEREAS, a street name change is accomplished by the adoption of an ordinance directing the change, and

WHEREAS, the City Council finds that this Ordinance is appropriate and necessary; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. The Des Moines City Council hereby renames South 236th Lane between Pacific Highway South and the west right-of-way, the eastern property line of Highline College, to "College Way" pursuant to DMMC 12.50.070. This redesignation shall become effective on January 15, 2018, or as soon thereafter as the roadway can be posted.

Sec. 2. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

(2) If the provisions of this Ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this Ordinance is deemed to control.

Sec. 3. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its final passage by the Des Moines City Council in accordance to law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2017 and signed in authentication thereof this ____ day of _____, 2017.

_____
M A Y O R

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Published: _____

Effective Date: _____

HIGHLINE COLLEGE

November 2, 2017

TO: Mayor Pina and the Des Moines City Council

FROM: Jeff Wagnitz, Interim President
Highline College

RE: Renaming South 236th Lane

Opportunity: With the future development of the area surrounding South 236th Lane by Highline Place LLC and Sound Transit, there is an opportunity to transform the area.

Street names give character and life to the space they occupy, often serving as markers for an area. Names can transform a location into a place, and distinguish the street as a well-defined urban element. Seeing the words "College" on this strip of Pacific Highway South conjures up a different, more positive image than some held currently.

Conveniently, with no physical properties currently associated with this section of roadway, renaming the street would not require a change of address for residents, and no petition required.

Recommendation: College Way or College Drive

We avoided adding Highline to the name for two reasons: (1) Des Moines Memorial Drive was originally known as "High Line Road"; and (2) adding Highline to the name would increase the number of characters may reduce the readability of the sign. Also, we avoided the use of "South" in the name, as not to suggest this was connected to South Seattle College.

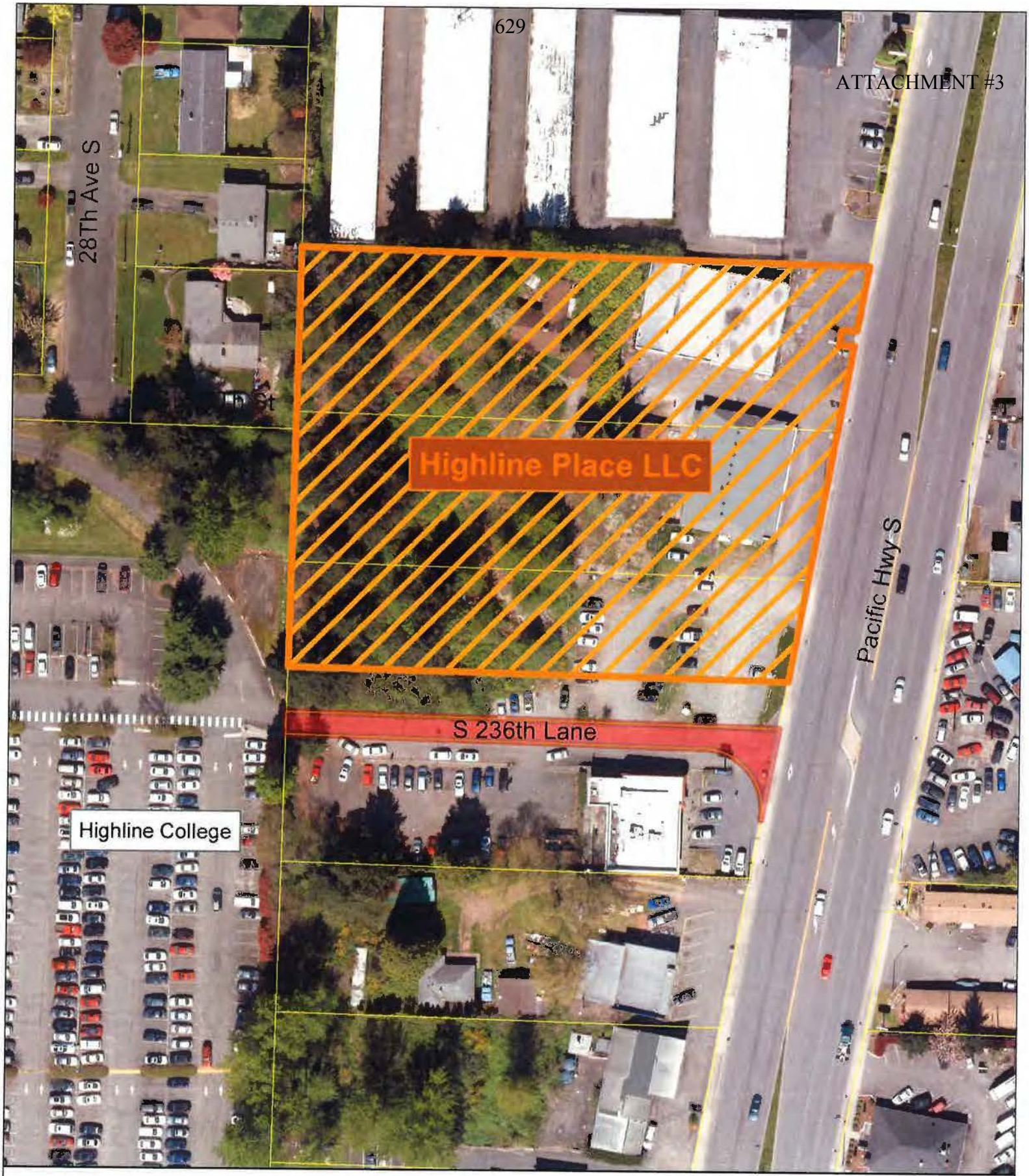
Rationale: A choice of College Way or College Drive is consistent with common street naming practices, which include naming streets for nearby landmarks or naming streets for the place to which they lead. Currently, people unfamiliar with the area have no idea there is an institution of higher education just off Pacific Highway.

Way and Drive are appropriate names and typically given to a small roads (https://en.wikipedia.org/wiki/Street_or_road_name).

The use of College and University in street names is common in this state:

- College Way, adjacent to Pierce College in Puyallup
- College Way N, adjacent to North Seattle College in Seattle
- E College Way, adjacent to Skagit Valley College in Mt. Vernon
- University Way NE, in the U District near University of Washington
- College Drive, Issaquah

Thank you for your consideration of this request, and let us know if we can provide any additional information.



Highline College Access Road Improvement Project

City of Des Moines, Washington Planning & Building Department

R:\R2017\R090\HighlineCollegeSt.mxd

Parcel Modifications

Tax Parcels

Parcel Modifications

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12.50.070 Council redesignation.

(1) Notwithstanding DMMC 12.50.030 through 12.50.060, the City Council reserves the option of changing street names or changing numbered streets to named streets. Applications to the City Council for street renaming shall contain the signatures of the majority of persons having ownership in properties addressed on the street. The filing fee for a street name change application is established by administrative order of the City Manager or the City Manager's designee. The Building Official shall provide written notification to affected property owners at least 20 days before final City Council action.

(2) In its deliberations, the City Council shall consider technical information from the Building Official, location and development characteristics relative to the street, and the impact of the change on existing businesses and residences, as well as on emergency vehicle responsiveness. Only entire street lengths or distinct major portions of streets are eligible for renaming by the City Council. For the purposes of this chapter, "distinct major portion" means a separate portion of a street identifiable by either a directional shift of at least 45 degrees or an interrupted interval of at least one-quarter mile.

(3) A street name change is accomplished by the adoption of an ordinance directing the change. [Ord. 1578 § 149, 2013.]

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
North Marina Parking Lot Bulkhead and Restroom Replacement - Consultant Design Contract

ATTACHMENTS:
1. Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement (Exeltech Consulting)
2. CIP Worksheets

FOR AGENDA OF: December 7, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 28, 2017

CLEARANCES:
[ ] Community Development N/A
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Public Works RBC

CHIEF OPERATIONS OFFICER:_____

[X] Legal VG
[X] Finance CP
[ ] Courts N/A
[ ] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL:_____

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council authorization of the Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement, Attachment 1, with Exeltech Consulting for engineering and architectural services for design and permitting of the North Marina Parking Lot Bulkhead and Restroom Replacement project.

Suggested Motion

Motion 1: "I move to approve the Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement with Exeltech Consulting for the North Marina Parking Lot Bulkhead and Restroom Replacement project in the amount of $1,388,233.56, and further authorize the City Manager to sign said Consultant Agreement substantially in the form as submitted.

Background

The existing bulkhead was constructed in 1979 and consists of timber lagging supported by timber piling anchored to the shore utilizing a timber waler and deadman anchor system which is fronted by a rock slope for wave/tide protection. In the current condition, these timber elements exhibit noticeable degradation, decomposition, and in some instances failure. Such failure includes situations where the deadman anchor system is no longer constrained by timber walers which is intended to restrain lateral earth pressures. Additionally, situations exist where there are apparent visible voids thru the timbers.

Throughout the years, City Marina staff have completed short term mitigation of some of the issues relating to the bulkhead, focusing primarily on non-structural surface elements. In fact, repairs seem to have been made after each high tide event impacting the Marina floor. When sidewalks or parking lot asphalt experienced failure such as sinkholes, these elements were repaired, but not to mitigate the underlying state of the bulkhead.

The existing restroom was part of the Public Fishing Pier Project completed in 1980. The building is comprised of brick walls, cast-in-place roof, and limited separate men's and woman's facilities. There is no hot water nor any secure access to plumbing or fixtures which has caused ongoing wall damage. While the building is structurally sound, capacity and maintenance remains ongoing issues for users of the Marina.

Discussion

The current condition of the Marina north parking lot bulkhead, breakwater, and restroom facility is considered poor and exposed to widespread failure risks. Failure could result in loss of pedestrian sidewalks, parking lot access, parking stalls, fishing pier access, moorage access, wave attenuation for moorage, utility infrastructure, restrooms, and marine habitat among other issues.

As part of the bulkhead replacement, the existing restroom facility is likely to be impacted by construction activities. By upgrading the restroom in conjunction with the bulkhead project, an economy of scale will be realized as well as more appropriate relocation in coordination with vehicle, pedestrian, and marine uses.

In order to fulfill the project design and permitting requirement, consultant support will be needed. City staff prepared a Request for Proposal (RFP) solicitation which was published with the Seattle Daily Journal of Commerce on August 24 & 31, 2017. The City received (7) proposals by the due date of September 14, 2017 which were reviewed and scored by a selection committee. Exeltech Consulting was selected as best qualified to perform the work. A list of firms submitted and score include:

- 95.0 - Exeltech Consulting
- 93.6 - Moffat & Nichol
- 87.2 - KPFF Consulting Engineers
- 84.0 - PND Engineers
- 79.0 - Berger ABAM
- 75.8 - Harbor Consulting Engineers
- 34.4 - Reid Middleton

Specific elements of work included within the Consultant Services Contract include:

- Preliminary Engineering (Survey, Geotechnical, Coastal Engineering, Landscape Architecture, Architecture)
- Bulkhead & Breakwater Alternative Analysis (Coastal and Structural Engineering)
- Environmental Permitting (NEPA, SEPA, USACE, WDFW, WDNR, WDOE, and City)
- Final Design (Bulkhead, Breakwater, Restroom, Pedestrian Facilities, Parking Lot)
- Optional Optimization of Seismic Design (Assessment for Structural Efficiency)

As part of the design effort, future uses of the Marina will be taken into consideration. Such elements would include potential dredging and moorage adjacent to the west bulkhead as well as emergency response staging in the north parking lot. While design and analysis of these elements are not part of this scope of work, efforts will be made to not preclude their future implementation. For example, adjacent to the west bulkhead, the proposed facilities will be designed to accommodate dredging deeper than what currently exists.

Alternatives

Alternative 1: No Contract Authorization

The City Council could elect not to approve the Consultant Services Contract. The City would then not be able to complete the project due to design and permitting complexity.

Alternative 2: Reduced Scope of Services

The City Council could elect to reduce the scope of services focusing on specific elements of the project such as each individual bulkhead (north, west, south), breakwater, and restroom replacements. This option would not realize the economy of scale for design and permitting services due to upfront geotechnical and coastal analysis required of any option.

Financial Impact

The City's CIP Budget Worksheets include revenues to achieve funding for this Consultant Services Contract (Attachment 2) for both the bulkhead and restroom.

Recommendation

Staff recommends adoption of the motion.

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Exeltech Consulting, Inc.	
Address: 8729 Commerce Pl Dr NE; Lacey WA 98516	Federal Aid Number:
UBI Number: 601266522	Federal TIN or SSN Number: 91-1491880
Execution Date:	Completion Date: 12/31/2019
1099 Form Required: ☐ Yes ☑ No	Federal Participation: ☐ Yes ☑ No
Project Title: City of Des Moines North Marina Parking Lot Bulkhead and Restroom Replacement	
Description of Work: (See Exhibit A Attached) Engineering, analysis and environmental permitting services for the North Marina Parking Lot Bulkhead and Restroom Replacement Project. Construction Engineering, Management, and Inspection Services may be requested under a separate Supplemental Agreement.	
☐ Yes ☑ No DBE Participation ☐ Yes ☑ No MBE Participation ☐ Yes ☑ No WBE Participation ☐ Yes ☑ No SBE Participation	Total Amount Authorized: $1,313,233.56 Management Reserve Fund: $75,000 Maximum Amount Payable: $1,388,233.56

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation/SBE Plan
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines
hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Andrew Merges
Agency: City of Des Moines
Address: 21650 11th Ave South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

If to CONSULTANT:
Name: Santosh Kuruvilla
Agency: Exeltech Consulting, Inc.
Address: 8729 Commerce Pl Dr NE
City: Lacey State: WA Zip: 98516
Email: Santosh@xltech.com
Phone: 360-357-8289
Facsimile: 360-357-8225

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.

2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

   A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

   Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

   The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."

5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of $100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."

6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.

C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

   The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. 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 is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have 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 it 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, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this 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 or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons 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 this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY 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 SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, 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 or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate for each policy period.

C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar ($1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Andrew Merges
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: amerges@desmoineswa.gov
Phone: 206-870-6568
Facsimile: 206-870-6596

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars ($1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.

C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars ($100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars ($500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. 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 a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/ or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings,

tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature	Date
Signature	Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

Exhibit A

Scope of Services

City of Des Moines
North Marina Parking Lot Bulkhead and Restroom Replacement

November 2017

Prepared by:
Exeltech Consulting, Inc.
8729 Commerce Pl Dr NE, Suite A
Lacey, WA 98516

exeltech

Scope of Services for

North Marina Parking Lot Bulkhead and Restroom Replacement

City of Des Moines

Under this Agreement, Exeltech Consulting, Inc., hereinafter referred to as the "Consultant", will perform professional services for the City of Des Moines hereinafter referred to as the "City". This Scope of Work ("SOW") provides for environmental permitting and structural engineering services for the North Marina Parking Lot Bulkhead and Restroom Replacement Project. Construction Engineering, Management, and Inspection Services will be negotiated under a separate Task Order.

The Consultant will actively coordinate and manage the design team's activities with the City. The Consultant will also apply industry standard of care to resolve issues, and maintain the accuracy and overall quality of the work products. The Consultant will be responsible for the performance of the services described hereinafter, furnishing materials and information as needed to accomplish the work tasks. This document will be used to plan, conduct and complete the work for the Project.

BACKGROUND

The Des Moines north marina parking lot has bulkheads, restroom and a breakwater that are in disrepair and need to be replaced. This project will rebuild the north, south and west bulkheads, and restroom. Pedestrian and landscape amenities will also be designed and permitted. The project will identify and document environmental mitigation required by the permits.

PROJECT SCHEDULE

• NTP	Dec 7th, 2017
• Geotechnical exploration & survey	January 30, 2017
• Draft Geotechnical Report & Seismic Analysis	February 15, 2018
• Wave Analysis	February 15, 2018
• Environmental SEPA/NEPA Kickoff Meeting	February 28, 2018
• Alternatives Analysis Anticipated Completion	April 30, 2018
• JARPA Submittal (45day approval)	May 15, 2018
• 30% Plan Submittal	June 30, 2018
• 90% & 100% Plan Submittal	September/October 2018
• Ad Date	November 19, 2018

PROJECT DESCRIPTION

The City proposes to replace the existing north, south and west bulkheads and restroom, and provide other amenities. Specific elements of work will include:

1. Traffic/Parking Lot Control.
2. Removal and replacement of the existing restroom facility
3. Construction of a new north, south and west bulkhead. The bulkhead designs shall not preclude future boat moorage or dredging along the west bulkhead assuming a -13 foot depth.

4. Construction of a new breakwater between the west and south bulkheads.
5. Construction of pedestrian amenities adjacent to the bulkhead(s).

ASSUMPTIONS

1. The plans, specifications, and estimates (PS&E), along with reports will be prepared, to the extent feasible, in accordance with the (2018) version of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the current WSDOT Bridge Design Manual, WSDOT Highway Design Manual, and AASHTO Specifications.
2. The plans will be prepared using AutoCAD software.
3. The project will be developed using English units of measure.
4. All construction work will be within the existing right-of-way, it is anticipated that no new right-of-way will be required.
5. There are no hazardous materials or wastes in the project area.
6. The City will have complete jurisdiction over local permitting requirements.
7. The City will be the lead agency under the State Environmental Policy Act (SEPA).
8. It is assumed that SEPA review will result in a Mitigated Determination of Non- Significance, and that an Impact Statement (EIS) will not be required, or an exemption will be granted.
9. The NEPA process, including Endangered Species Act (ESA) Section 7 documentation and National Historic Preservation Act (NHPA) Section 106 consultation will be required.
10. The project will impact wetlands or waters of the State and U.S. It is assumed that a Joint Aquatic Resource Permit Application (JARPA) will be required.
11. No historic/archaeological resources will be discovered. Specifications may be required within the final PS&E to accommodate findings of resources during construction.
12. Historical bathymetric and nearshore data which is possessed by the city will be made available to the project team.
13. Sea-level rise assessment is not included in this SOW. Assumed Sea-level rise figures will be agreed to in the Basis of Design and based on past City analysis.
14. Breakwater replacement is assumed to be of uniform cross-section.
15. This scope of work does not include sediment sampling which would be required for dredged material management.
16. Tsunami analysis, tsunami hydrodynamic loading, and scour due to tsunami not included in this SOW.
17. A Coastal engineering design report is not required. Scope of Work includes coastal processes technical memorandum for existing conditions and potential dredging only.
18. SOW does not include vessel propwash analysis which may be required for scour protection due to vessels, depending on marina use at the west bulkhead.
19. The City will provide pertinent site information to the Consultant in a timely fashion during the information gather stage.
20. The restroom will be permitted under the 2018 International Building Code. Initial design will use 2015, there are hours included in the budget for any rework necessary emitting from the 2018 IBC, which is not scheduled to be released until mid-2018.

21. The restroom will be a custom, site-built building with similar program as the existing restroom building.
22. Technical specifications for the restroom will be written in CSI Format.
23. Services not specifically identified herein, are expressly excluded.
24. City directed activities, beyond the scope of work, will require written confirmation from the City Project Manager or designee, prior to any work commences.
25. Timely reviews of submitted deliverables at mutually agreed upon times and consolidation of review comments into one review document prior to returning to the Consultant.

SCOPE OF DESIGN SERVICES

TASK 1 PROJECT MANAGEMENT

Task 1.1 Monthly Project Management

This task includes services necessary to plan the work, understand the needs of the City, gain endorsement of the project, and plan the scope, schedule, and budget. Project management involves controlling scope, schedule, and budget during the course of the project by communicating with project team members. The Project Manager will prepare invoices, communicate with the team, prepare progress reports, and manage the operations of the design.

1.1.1 Coordination of Subs

1.1.2 Monthly Invoice

1.1.3 Monthly Progress Reports

Risk Assessment with Potential Outcomes, Mitigation & Costs and Permit Monitoring will be included within the montlhy progress reports for discussion.

1.1.4 Bi-weekly Team Status Conference Calls

Task 1.2 Grant Funding Assistance (Mott MacDonald/Exeltech)

1.2.1 Grant funding identification, research and applications for up to two grants.

Project team will investigate potential State and Federal grant opportunities.

Requirements of potential grants will be reviewed and assessed for application to project site.

Project team will prepare draft application documents, with input from the City (including administrative input).

1.2.2 Grant presentation to City and possible Grantor Board

Grant requirements and timelines will be presented to City.
Project team will assist City with 1 interview to Grantor Board.
Project team will meet with grantor on site.

1.2.3 Coordination of grant restrictions imposed on project if awarded (federal or non-federal)

Project team will develop a grant restrictions table summarizing grant requirements for selected grants. Requirements will be incorporated into the Basis of Design.

Task 1.3 Coordination & Public Outreach (KPG/Exeltech)

1.3.1 The Consultant will have a kickoff meeting with City staff and a site tour review.

1.3.2 The Consultant will prepare for and attend four (4) project coordination/review meetings with City staff.

1.3.3 The Consultant will prepare for, attend and facilitate two (2) stakeholder meetings with City staff.

1.3.4 The Consultant will prepare for, attend and present at two (2) Public Open House Workshops.

1.3.5 The Consultant will assist the City with content for online platforms, telephone interviews and other applicable methods.

1.3.6 The Consultant will prepare for, attend and present at two (2) City Council meetings.

TASK 2 PRELIMINARY ENGINEERING

Task 2.1 Surveying (KPG)

2.1.1 Gather boundary and survey control records. Establish horizontal and vertical control points within the project limits. Basis of control will be City of Des Moines Datum. Approximately 8 control points will be established and will be made available for use during construction. The Consultant will locate, field survey, and calculate positions for monuments and control points throughout the project limits, using the Washington State plane coordinate system. Conventional or GPS surveying methods will be used on this project.

2.1.2 Provide coordination for underground radar to locate areas where the City pumped in concrete and for unground conductible utility locate. Utility locating and radar work will be subcontracted to an underground utility locating company with ground penetrating radar (GPR) capabilities.

2.1.3 Perform topographic and bathymetric survey after utilities have been located.

2.1.4 Prepare survey base map for use by design team which includes the incorporation of the bathymetric survey. Assumes that mapping will be done using KPG survey and drafting standards.

2.1.5 The surveyor will capture the elevations of the highest astronomical tide (HAT), mean higher high water (MHHW), mean high water (MHW), and mean lower low water (MLLW).

Task 2.2 Geotechnical (Shannon and Wilson)

2.2.1 Field Explorations

Shannon & Wilson will retain and coordinate with subcontractors to perform the following field explorations and tests at the Des Moines Marina site:

- Coordinate with Des Moines Marina personnel to schedule and perform the explorations. Perform a site walk with Des Moines Marina personnel to determine appropriate locations for four explorations. Mark exploration locations with white paint and call the Utility Notification Center (UNC) for public utility marking. Des Moines Marina personnel will mark private site utilities that are not marked by UNC personnel. Private utility locating is not included in the scope.

- Drill four borings using mud-rotary drilling methods. Soil samples will be collected using penetration test methods in the upper 50 feet of each boring, at about 5-foot depth intervals. Up to four extra samples will be obtained in each boring in the upper 20 feet. Two borings will be drilled to a depth of 70 feet without sampling for purposes of downhole testing. Drilling mud and soil spoils (investigation-derived waste [IDW]) will be containerized in steel drums. The IDW is assumed to be noncontaminated such that it can be removed from the site and disposed of by the driller. If soil contamination is observed, the IDW drums will be left at the site for two to three weeks until the results of analytical tests are obtained to determine proper disposal. Costs for soil analytical tests and disposal of contaminated IDW are not included in the scope

- Install 2-inch-diameter observation wells in two of the four borings after drilling is completed. A flush-mount steel monument will be placed at the ground surface for future groundwater monitoring activities. The wells will remain at the site and are the property of the Owner. Decommissioning of the wells is not included in the scope.

- Install 3-inch diameter PVC casing in the remaining two borings to a depth of 70 feet after drilling is completed. The casing will remain until downhole geophysical testing is completed and then will be grouted up and patched with concrete at the surface.

- Perform downhole geophysical testing in two cased borings before grouting to determine soil shear wave velocity and other parameters for use in seismic design.

- Install dataloggers in the two observation wells to obtain relatively continuous groundwater readings over a period of about two weeks, to evaluate groundwater variation with tide.

The exploration locations will be recorded based on measuring from existing site features; no surveying will be performed. Shannon & Wilson will prepare a soil boring log for each exploration indicating the soil layer descriptions, results of penetration tests, maximum groundwater levels, and results of selected laboratory tests.

2.2.2 Laboratory Testing

The Shannon & Wilson laboratory will perform the following soil index tests on samples collected from the borings to aid in developing soil parameters for static and seismic design and to evaluate soil liquefaction:

- Water content determinations on up to 50 soil samples.
- Grain-size distribution tests on up to 8 samples.
- Fines content tests on up to 12 samples.
- Atterberg limits tests on up to 4 samples.

The laboratory tests will be performed on a unit price basis. The results of the tests will be summarized and incorporated into tables and figures, and indicators on the soil boring logs.

2.2.3 Subsurface Evaluation

Using the results of the previous and current field explorations, Shannon & Wilson will prepare up to two subsurface profiles across the site. Shannon & Wilson will use the results of the field and laboratory testing to evaluate soil parameters for use in static and seismic design. Charts of groundwater variation over time based on the groundwater monitoring will be prepared. The soil boring logs will be finalized based on the subsurface evaluation activities.

2.2.4 Preliminary Geotechnical Engineering Analyses

Shannon & Wilson will perform preliminary geotechnical engineering analyses (force-based design) to develop recommendations for bulkhead design and restroom foundations.

- Geotechnical analyses for the proposed bulkhead will include:
- Liquefaction evaluation based on results of downhole testing and laboratory index tests.
- Lateral earth pressure calculations for static design at up to two locations.
- Development and use of slope stability models to perform General Limit Equilibrium (GLE) analyses for development of seismic lateral earth pressures at up to two locations.
- Calculations to estimate resistance for tiebacks or deadmen.
- Identification of construction issues related to proposed bulkhead replacement.

Geotechnical analyses for the proposed restroom will include:

- Develop code-based seismic design parameters.
- Calculations for bearing resistance of shallow foundation. Deep foundations calculations will not be performed as part of preliminary design.
- Estimations of seismic settlement due to liquefaction under shallow foundations.

The results of our analyses will be provided informally via email to the structural engineers as they are developed. This process will allow the team to optimize scope, schedule, and budget.

Recommendations contained in emails will be incorporated into the draft geotechnical report prepared as part of Task 2.2.5.

2.2.5 Draft Geotechnical Report

The results of the field explorations, laboratory testing, and geotechnical analyses will be summarized in text, tables, charts, and/or figures and compiled into a draft geotechnical report. The report will include:

- The logs of current and previous explorations generated as part of Task 2.2.1.
- The laboratory tests results generated as part of Task 2.2.2.
- The subsurface profiles and groundwater charts generated as part of Task 2.2.3.
- A site plan indicating the exploration and profile locations.
- Earth pressure diagrams for static and seismic loading conditions generated as part of Task 2.2.4.
- Text describing the project, the site conditions, the results of our field and laboratory testing, a description of our engineering analyses and related recommendations, preliminary construction considerations, and considerations for additional analyses to be performed as part of final design.

The draft report will be provided as a PDF document (no hard copies). We will incorporate comments from the Design Team and Des Moines as they are received; however, the report will not be finalized under this task phase.

2.2.6 Final Design Analyses and Report

Based on discussions with the structural engineer and the final design approach, Shannon & Wilson will perform the following geotechnical analyses:

- Update geotechnical analyses performed during the preliminary design phase.
- Develop pile driving recommendations for bulkhead piles.
- Modify construction considerations based on the selected bulkhead replacement alternative.

We will update the draft report prepared as part of Task 2.2.5 to include the updated and new analyses, and to incorporate comments received on the draft report. The final report will be provided as a PDF document (no hard copies).

2.2.7 Review of Plans and Specifications

Shannon & Wilson will review plans and specifications prepared by others related to the proposed bulkhead, pile driving, foundation installation, and earthwork. We will provide our

comments via email to the design team. Support during contractor selection and construction are not part of the scope.

2.2.7 Meetings

Shannon & Wilson's project manager will participate in up to four meetings in person- Kickoff, Alternative Brainstorming, and two geotechnical-structural coordination meetings. Shannon & Wilson's seismic expert will participate in two of the four meetings.

This task includes work related to the administration of Shannon & Wilson's activities. It also includes coordination with the design team via emails and telephone calls.

Task 2.3 Coastal Engineering (Mott MacDonald)

Bulkheads, Beach Restoration, Breakwater Optimization and Dredging of Entrance

2.3.1 Basis of Design

Coordination on assumed future use, sea-level rise assumptions, and project goals. Assume in draft format. This document to be used as a working document throughout the project.

2.3.2 Wave condition analysis

Update existing wind-wave analysis using most recent wind data. Develop wave condition criteria along the north breakwater and north, west, and south bulkheads. Waves may be variable to optimize design. Wave condition analysis will include development of wave model tool to be used in alternatives evaluation. Overtopping analysis is assumed to be based upon empirical methods. Validation of overtopping with specific events will be conducted (assuming city has records of specific dates/times overtopping has occurred, and photos). Advanced modeling may be performed if determined to be necessary by the project team.This will look at the future of -13 dredging adjacent to the north bulkhead?

2.3.3 Shoreline Geomorphic Processes Assessment

Evaluate beach change and sediment transport patterns in the area relative to design elements (including marina basin entrance, north, west, and south bulkheads, breakwater, and adjacent beach). Multi-season assessment should be conducted to incorporate seasonal beach change into design. This will also look at the futrure of -13 dredging adjacent to the north bulkhead.

2.3.4 Pre-screening assessment

Project team will develop and assess feasibility of coastal elements at a high level to improve efficiency of project team alternative development meeting (Task 3). Concepts will be pre-screened to include potentially feasible alternative concepts only.

2.3.5 Prepare draft coastal engineering technical memorandum summarizing findings and indicating potential design restrictions.

Includes summary of metocean environmental conditions. Technical engineering memorandum will include pre-screening analysis.

Task 2.4 Landscape/Urban Design Schematic Conceptual Deisgn (Makers/Exeltech)

2.4.1 The Consultant will review existing background material including the 2007 Updated Marina Master Plan, existing sign/building codes, and other site-related material. Including the recenlty completed Landscape/Urban Design elements that this project will tie into just to the south of this project.

2.4.2 The Consultant will do a site inventory and identify potential opportunities for thematic elements, primary routes/uses and major areas of improvements.

2.4.3 The Consultant will develop a schematic conceptual design with theme/character development including illustrative plan, sketch-up perspective and thematic urban design elements and conceptual planting palette.

2.4.4.

2.4.5 The Consultant will provide preliminary cost estimating of proposed design elements, including general considerations for site landscape/civil/architectural improvements and installation.

Task 2.5 Architecture for Restroom (KPG)

2.5.1 The Consultant will gather available site and project information.

2.5.2 The Consultant will perform a land use and building code analysis using the Des Moines Municipal Code and the 2015 International Building Code as the basis for review. The 2018 IBC will be utilized for final design and permitting.

2.5.3 The Consultant will meet with City to discuss expectations for restroom design, program, and potential alternatives for KPG to explore. One (1) meeting is assumed.

2.5.4 The Consultant will develop up to three (3) restroom design alternatives using SketchUp or hand sketches for schematic level renderings and floor plans. Renderings will not be photo-realistic, but are intended to convey the basic concept massing, shape, and general material recommendations. Two of the three alternatives will include prefabricated restrooms with 4 and 6 stalls and one of these will include custom features such as a concession area that would include a sink, counter, and electrical outlets. It is anticpated that some of the alternatives will utilize pre-fabricated structure design with custom amenities. Approximate size may range from 400-1,000 square feet.

2.5.5 The Consultant will prepare rough-order-of-magnitude (ROM) cost estimates for each alternative.

2.5.6 The Consultant will meet with the City to present the results of the alternatives analysis and discuss the City's preferred alternative. One (1) meeting is assumed.

2.5.7 The Consultant will prepare a final rendering, floor plan, and summary report based on the City's preferred alternative to be used as the basis of design for the final design phase.

2.5.8 The Consultant will meet with City to present the basis of design.

TASK 3 BULKHEAD & BREAKWATER ALTERNATIVES ANALYSIS

Task 3.1 Develop Alternative Concepts (Exeltech, Shannon & Wilson, & Mott MacDonald)

3.1.1 Prepare for and attend brainstorming meeting where Geotech & coastal engineering preliminary findings will be presented, concepts will be discussed, alternatives to be flushed out will be highlighted.

3.1.2 Analysis of alternatives selected to move forward, both for the bulkheads and the breakwater. Concepts will be developed to a 15% design level. Sketches will be provided for each alternative.

3.1.3 Exeltech will select a marine contractor to assist with this task.

Task 3.2 Coastal Engineering (Mott MacDonald)

3.2.1 Bulkhead conceptual level coastal engineering analysis

- Assume 3 bulkhead scour protection concept configurations
- Evaluate alternatives for bulkhead scour protection and habitat benefits.
- Based upon project design life using results of numerical wave modeling and material sizing methods developed by the USACE to develop design requirements
- Conceptually evaluate risk of sea-level rise impacts for the various alternatives.
- Overtopping risk will be evaluated for selected alternatives
- Develop habitat bench concept (if determined to be feasible)

3.2.2 Conceptual-level beach engineering analysis

- Assume 3 beach configuration concepts
- Evaluate beach design concepts relative to project requirements
- Develop conceptual-level beach design
- Size beach material based on design wave climate, empirical methods, and prior project experience.
- Provide masterplan-level visuals for refined alternatives

3.2.3 Breakwater analysis and optimization

- Desktop analysis including conceptual level vessel navigation assessment, nearby moorage assessment, breakwater location, breakwater type (e.g. fixed pile, floating) and vessel berthing.
- Numerical modeling update to evaluate performance of breakwater options (location and type) relative to marina wave protection needs. Includes evaluation of fixed and floating alternatives.

- Provide masterplan-level visuals for refined alternatives.

3.2.4 Dredging assessment

- Assess navigation maneuvering areas for current and assumed future marina operations and potential future federal emergency center to determine extent of new dredge needs.
- Evaluate potential expanded dredge areas relative to bulkhead replacement and toe scour elements.
- Review prior maintenance dredging records and reports to aid in assessment of dredging requirements.
- Dredging may be required at the West Bulkhead to improve berthing conditions. Dredge depth will affect bulkhead design for the West Bulkhead, and potential for the North Bulkhead, depending on dredge area.
- If dredging is determined to be required, dredge design work will be developed as a separate SOW.

3.2.5 Cost Estimating & Developing Pros & Cons for each bulkhead, beach, and breakwater alternative

- Develop permitting risks for each alternative.
- Evaluate relative wave overtopping risks for each alternative.
- Evaluate sea-level rise risks for each alternative (relative).
- Develop conceptual-level costs based on internal project database.
- Provide table of pros, cons, risks, and cost for each alternative.

Task 3.3 Structural Engineering

3.3.1 Bulkhead element conceptual level structural sizing.

3.3.2 Cost Estimating & Developing Pros & Cons for each bulkhead alternative (no more than 3).

3.3.3 Package/develop preliminary project cost for north, west, & south bulkheads, breakwater, restroom, urban amenities, and environmental mitigation.

TASK 4 ENVIRONMENTAL SERVICES, CULTURAL RESOURCES, AND PERMITTING (EXELTECH, AQUA TERRA, AND S&W)

The project activities will require permits and approvals from several regulatory agencies and authorities, including the U.S. Army Corps of Engineers (USACE), Washington Department of Fish and Wildlife (WDFW), Washington Department of Natural Resources (WDNR), Washington Department of Ecology (WDOE), and the City Planning Department. This scope of work includes efforts anticipated for

permitting these activities. Environmental mitigation may be a condition of some permits and is therefore included in this scope of work, along with field studies required to characterize environmental conditions.

Roles and Responsibilities:

Exeltech will:

- Be the primary contact with the Client and permitting agencies.
- Coordinate project meetings with agencies, set agendas, and take meeting minutes.
- Prepare project design figures, construction methods narrative and specifications, temporary erosion and sediment control details, and other data necessary to quantify and evaluate project impacts for permitting purposes.
- Review draft and final versions of environmental documentation, including reports and permit applications.
- Submit application packages to the City Planning and Building Departments as the agent for the City of Des Moines Public Works Department.
- Collaborate with Shannon & Wilson and the Client to develop environmental mitigation strategies.

Shannon & Wilson will:

- Attend project-related meetings and site visits with permitting agencies, including City of Des Moines Planning Department.
- Gather project environmental data needed to develop an understanding of environmental conditions within the project area.
- Conduct any required field surveys, such as vegetation (eelgrass) surveys.
- Prepare permit applications, permit drawings and supporting documentation (e.g., JARPA, BA). Submit applications to USACE, WDFW and WSDOE as agent for the City.
- Have direct contact with agencies as appropriate to facilitate preparation of permit applications.
- May be asked to prepare responses to agency questions and comments concerning submitted documents and applications.
- Prepare mitigation planning and permitting documents based on mitigation strategies developed in coordination with Exeltech and the Client.

Task 4.1 Coordination and Management (Exeltech)

The Consultant will coordinate and manage environmental studies, documentation and permitting necessary to approve the project for construction. Activities under this task include:

- Arrange and conduct meetings with agencies, including preparing agendas and meeting minutes.
- Review draft and final environmental documents and permit applications prior to submittal to permitting agencies
- Coordinate application submittals.
- Coordinate responses to questions from permitting agencies.
- Assemble permitting files for construction advertisement.

Assumptions:

- Up to three agency meetings may be held to discuss project design and construction concepts, anticipated environmental impacts, and potential avoidance/minimization/mitigation opportunities.
- At least one all-agency meeting will be held at the Client's offices in Des Moines. A second meeting may be held on-site or at the offices of a permitting agency.
- The USACE will be the lead federal agency for the NEPA process. The USACE will coordinate and lead the NEPA documentation process. NEPA documentation prepared under this scope of work will be limited to a Biological Assessment under Section 7 of the Federal Endangered Species Act and Cultural Resources Assessment under Section 106 of the National Historic Preservation Act.
- Permit fees are unknown at this time and are therefore not included in the budget.

Task 4.2 Biological Studies and Supporting Documentation (Shannon & Wilson)

4.2.1 Ordinary High-Water Mark (OHWM) Delineation

The OHWM of the marine shoreline in the project area will be flagged or otherwise marked in the field, and then located by a surveyor (contracted by others). Identification of the OHWM will support clear understanding of the City, state and federal jurisdictional boundaries, and is a requirement for agency permit applications.

4.2.2 Critical Areas Study

The City is likely to require a critical areas study per Des Moines Municipal Code 16.10.070. The study will include a "comprehensive site inventory and analysis, a discussion of potential impacts from the proposed development, and specific measures designed to mitigate any potential adverse environmental impacts of the applicant's proposal, on- and off-site." The study will address wetlands (presumed absent), nearby streams, critical saltwater habitats, and other fish and wildlife habitat conservation areas. The critical areas study will also include a forage fish habitat assessment and an eelgrass assessment.

Washington Department of Natural Resources mapping shows that the project area and extending northward has been surveyed for eelgrass seven times, most recently in 2015. The immediate project area reportedly does not contain eelgrass, but it is mapped starting at a depth of 0.2 feet mean lower low water on the north side of the fishing pier approximately 200 feet waterward of

shore. Available information about eelgrass presence will be documented in the Critical Areas Study, but a formal eelgrass survey will not be conducted as surveys must be completed between June 1 and October 1.

Assumptions:

- No jurisdictional wetlands will be identified in the project area.
- OHWM of Des Moines Creek will not be delineated.

Deliverables:

- Critical Areas Study

4.2.3 Mitigation Assessment

A mitigation assessment will be required by the local, state, and federal regulatory agencies to document mitigation sequencing and any mitigation measures that compensate for permanent impacts to marine habitat. We will coordinate with Exeltech and the City to identify feasible mitigation opportunities, emphasizing design elements or actions that could be accomplished during construction (e.g., removal of old structures, debris or riprap material). We will produce a Mitigation Memorandum that includes a discussion of unavoidable impacts and how the project will provide appropriate compensation. The information in this memo can be included in the final Critical Areas Study and other permit application documents.

Assumptions:

- We assume that a formal mitigation plan that includes on-site enhancement measures such as native riparian plantings or other actions that require long-term maintenance and monitoring will not be required.

Deliverables:

- Mitigation Memorandum

Task 4.3 Permitting (Shannon & Wilson)

Assumptions:

- All environmental permit deliverables will include a draft for Exeltech review and a second draft for City review. draft and final deliverables will be provided electronically. Hard copies will be generated only as required for agency submittals.
- Shannon & Wilson will not be responsible for preparing any grading or building permit applications.
- No known hazardous and/or toxic materials are known to exist on the site, and a report is assumed not necessary.
- Cultural resources study will be provided by others.
- Based on the nature of the improvements, it is assumed that a Noise Analysis will not be required.
- Based on the nature of the improvements, it is assumed that an Air Quality report will not be required.

- Receipt of permits is not guaranteed.
- Right-of-access applications, lease applications, and tideland surveys are not included in this scope of work. If the design changes in such a way that placement of new structures on state-owned aquatic land is required, a scope and cost revision will be required to prepare the lease or right-of-access application for the Department of Natural Resources.
- For those applications that require provision of property owner addresses or mailing labels for notice, Exeltech will provide.
- No construction monitoring or general construction services are included in this scope.
- Application fees will be paid by the Client.

4.3.1 Pre- and Post-Submittal Agency Coordination

Shannon & Wilson will provide assistance with agency coordination to confirm agency requirements and permit processes prior to submittal, and to respond to agency questions during their review. Exeltech will coordinate at least one all-agency site visit, including appropriate Tribes, early in the project's design phase. ime has been included to prepare for and attend a pre-application meeting with the City, coordinated by Exeltech, and one additional permit-related agency meeting, phone and email correspondence. Since the level of permitting effort cannot be accurately predicted, the budget provided for coordination is an allowance only, which is to be expended on a time and material basis.

4.3.2 Shoreline Exemption for Upland Geotechnical Borings

Shannon & Wilson will complete an application for Shoreline Exemption for proposed geotechnical borings located upland of the OHWM. If geotechnical explorations are required waterward of the OHWM, additional permits from state and federal agencies will be required; these are not included in this scope and budget.

Assumptions:

- Exeltech will obtain signatures and submit application to the City with appropriate fee.

Deliverables:

- Master Development Application

4.3.3 Shoreline Substantial Development/Shoreline Conditional Use Permit

Based on the limited currently available project information, most of the work activities are anticipated to require either a Shoreline Substantial Development Permit (SDP) or a Shoreline Exemption (if activities fall within the definition of "normal maintenance and repair"). However, if the breakwater modification is considered an expansion, then a Shoreline Conditional Use Permit (SCUP) may be required. This scope conservatively assumes that the project will require SDP/SCUP. Shannon & Wilson will complete the JARPA (see also Task 4.3, #5), as well as a separate memo that provides an assessment of how the project complies with SDP and SCUP approval criteria. Shannon & Wilson will also attend a public hearing required for the SCUP.

Assumptions:

- Exeltech and Shannon & Wilson's geotechnical engineer will provide information required by the City's Shoreline Master Program related to the need for continued hard shoreline stabilization.

- Exeltech will obtain signatures and submit permit applications and supporting documents to the City with appropriate fee.

Deliverables:

- Joint Aquatic Resources Permit Application (JARPA)

- Memo documenting compliance with SDP and SCUP criteria

- Critical Areas Study (Task 4.2, #2 deliverable)

4.3.4 State Environmental Policy Act (SEPA) Checklist

Shannon & Wilson will prepare a SEPA checklist for the proposed project. We anticipate that this project will require supporting documents for geotechnical issues, critical areas, and cultural resources (provided by others).

Assumptions:

- The City will issue a Mitigated Determination of Non-significance; an Environmental Impact Statement will not be required.

- Special studies will not be required beyond those identified in the scope.

- Exeltech will obtain signatures and submit checklist to the City with appropriate fee.

Deliverables:

- Master Development Application

- SEPA checklist

- Critical Areas Study

4.3.5 JARPA and Aquatic Protection Permitting System (APPS)

Shannon & Wilson will prepare a JARPA for submittal to the USACE, DOE, and DNR, and complete the online APPS form for submittal to WDFW. The JARPA document will function as the permit application for the Clean Water Act (CWA) Section 404 permit, the Rivers and Harbors Act Section 10 permit, and the CWA Section 401 Water Quality Certification. The APPS will serve as the application for the Hydraulic Project Approval (HPA).

Assumptions:

- We assume that the project can be approved under one or more of the Nationwide Permits. If the project design triggers an Individual Permit, Shannon & Wilson can provide a separate scope to support that process.

- Shannon & Wilson will be the agent listed on the state and federal permit applications so that those agencies can communicate directly with Shannon & Wilson biologists and permit staff; this will help expedite review and approval.

- Shannon & Wilson will provide project drawings in the required 8.5x11 JARPA format with base drawings provided by Exeltech. Project footprint and temporary and permanent impacts will be provided to us by the engineers.

- Shannon & Wilson will work with Exeltech to obtain signatures, and Shannon & Wilson will submit applications.

Deliverables:

- JARPA

- APPS online submittal

4.3.6 Biological Assessment:

The USACE authorization requires preparation of a biological assessment (BA). The BA will assess the project's construction- and operations-level potential adverse impacts on federally listed species, including impacts related to short- and long-term stormwater management, noise, in- and over-water work, and other construction or design elements. The BA will address listed aquatic species (fish and marine mammals) and marbled murrelets, and essential fish habitat protected under the Magnuson-Stevens Fishery Conservation and Management Act. Once the BA has been submitted to the USACE for consultation, Shannon & Wilson will coordinate directly with the USACE, U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration's (NOAA's) National Marine Fisheries Service (collectively, the Services), if necessary to address questions or comments that they may have.

Assumptions:

- Since the final design details are not known at this time, we assume that the project may adversely affect one or more of the listed species; accordingly, additional time is included in the fee estimate to cover expanded coordination for a formal consultation with federal agencies.

Deliverables:

- Biological Assessment (BA)

Task 4.4 Cultural Resources Evaluation Section 106 - Aqua Terra (ATCRC)

Consultant will prepare an APE and preliminary investigation to determine requirements for documentation under Section 106 of the National Historic Preservation Act.

Task 4.4.1: Background Research

ATCRC will conduct background research at appropriate repositories, such as Department of Architectural and Historical Preservation (DAHP), affected tribal cultural resource departments, university libraries, local history museums and informants and use sources appropriate to the task, such as public records, private manuscript collections, online General Land Office records, published (secondary) sources, Sanborn fire insurance maps, and other relevant repositories. The objective of the research should be to develop a full understanding of the historical context, land use patterns, and previously identified sites within the Area of Potential Effect (APE). The client will provide ATCRC with a detailed written description of the project area, including relevant documentation (maps, plan sheets, photos, etc.). ATCRC will provide the client with justification for revising/amending the APE, if warranted (based on field survey and/or background research).

Task 4.4.2. Tribal Consultation

As approved by the City of Des Moines, the affiliated tribes will be contacted as a technical inquiry from ATCRC thru Exeltech to notify them of the project fieldwork dates and request ethnographic data relevant to the project APE. Formal consultation for the project will be completed by the federal permitting/funding agency. I want to ensure Exeltech takes this lead especially with CORPS contacts. We do not want to make more than necessary contacts to tribes sucha as we did on th eboardwalk.

Task 4.4.3: Preparation and Submittal of an Archaeological Excavation Permit

In the State of Washington any alteration or survey within the boundaries of an archaeological site or district require a permit from DAHP (RCW 27.44 and RCW 27.53). Alterations to a site can include adding fill, building on, removing trees, using heavy equipment on, compacting, or other activities that would change or potentially impact the site. The complete permit requirements can be found in the Washington Administrative Code 25-48-060. In addition to submitting a signed and notarized application, there are 21 potential sections for a complete permit application, depending on the type of resource, nature of your excavation or recovery, and land ownership.

ATCRC will fill out and complete permit application sections to proceed with cultural resource survey within the National Register Listed District, Covenant Beach Bible Camp.

Assumptions:

- The permit will be signed and notarized by the City of Des Moines approving authority before submission to DAHP.
- ATCRC can make no assurance of permit approval or DAHP timelines for review.
- Upon permit approval, and amendment will be prepared to cover permit approved additional services warranted (cultural resource monitoring plan, cultural resource monitoring service, draft/final monitoring memorandum, etc).

Task 4.4.4: Cultural Resources Survey

The cultural resources survey will be completed by ATCRC archaeologists using standard, industry-accepted methods appropriate to the project area and landform. survey activities will comply with the DAHP Survey and Inventory Standards (www.dahp.wa.gov). Any recovered artifacts will be documented and photographed in the field and returned to the survey location, unless negotiated under another agreement.

Assumptions:

- Up to 12 shovel-tests will be completed for the project in areas not previously assessed under other cultural resource reviews.
- ATCRC will backfill shovel test probe locations.
- The client will have utilities on-site clearly identified prior to initiation of any fieldwork activity.

- If the project horizontal/vertical limits are changed during periods of work performance, the APE will be revised and hours associated with revisions or additional survey will be covered under a contract amendment.

Task 4.4.5: Resource Forms

Newly identified cultural resources identified within the project area will be fully documented on either a Washington State Isolate or Archaeological Site Form and will include a written description of the site and its setting, sketch maps, USGS quadrant maps, and photographs. Any structures older than 50 years will be recorded on historic property inventory forms.

Assumptions:

- There is one property located at 22047 Cliff Ave S, Des Moines, WA that requires preparation of a Historic Property Inventory Form.

- If any other archaeological sites, isolates, or historic properties are identified during the field survey activity, additional fieldwork may be warranted to determine the boundaries of the site and prepare appropriate documentation. If applicable, this work will be fully covered under an amendment request.

Task 4.4.6: Inadvertent Discovery Plan

An Inadvertent Discovery Plan will be prepared for the client that stipulates the protocol to be followed if cultural resource material is encountered during construction of the project. This plan will provide a description and general background on the type of cultural resource materials that may be encountered in the project area, and the procedural steps to be initiated in the case that a discovery is made. This plan will also include protocol for the discovery of human skeletal material.

Task 4.4.7: Draft Report/Final Report

ATCRC will prepare a draft cultural resource assessment report of their findings that includes relevant supporting evidence for the findings and adheres to the DAHP Survey and Inventory Standards. The report will provide context on pertinent land use customs and beliefs, identify sites within the project area, discuss methods used to survey the project area, and include recommendations on the eligibility of the site(s) and the likelihood of construction impacts.

Upon receipt of comment from the client, ATCRC will revise and finalize the report to address specific concerns or suggested modifications. The final summary report will be suitable for submission to the City of Des Moines, the USACE, DAHP, affected tribes and other agencies and concerned parties.

Task 4.4.8: Project Management

ATCRC will coordinate with the client to receive project materials, prepare invoicing and transmit correspondence. ATCRC will maintain project files to include necessary supporting materials as required. The Project Manager (Sarah Amell) will monitor project task performance, schedule, budget, and approve project expenses. The Project Manager will ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Assumptions:

- The ATCRC Project Manager will be available for regular phone calls and emails with the client to facilitate completion of the assignment, as necessary.

- ATCRC will be available for one in-person meeting with DAHP and the City of Des Moines, as warranted.

Project Materials

- The client will supply or facilitate ATCRC acquisition of the following items needed for this project-

- Preliminary and revised plan maps showing the location and extent of the project;

- Any additional descriptive information and design drawings that show the extent/depth of trenching, grading, excavation or other ground disturbance associated with the project; and

- The results of any geotechnical boring or subsurface testing that may assist in development of a land use/land formation history.

- Contact information or documented permission from property owners to access the survey area;

- Contact information for any agencies or concerned parties that the client would like the report disseminated to, if applicable.

Deliverables

ATCRC will provide the client with a draft report Excavation Permit deliverable PDF for review/approval. ATCRC will incorporate any comments received from the review and finalize the permit before final submission to DAHP. ATCRC will provide a final permit deliverable PDF to the client for records.

TASK 5 PROJECT PS&E (NORTH, WEST AND SOUTH BULKHEAD, BREAKWATER, PARKING LOT, RESTROOM AND LANDSCAPE URBAN DESIGN)

Task 5.1 Coastal Engineering (Mott MacDonald)

5.1.1 Refine bulkhead scour protection and Breakwater Design

Refine scour protection design. Protection design may vary along bulkhead depending on wave exposure or other factors.

5.1.2 Coastal design elements and wave forces

Provide hydrodynamic design forces on bulkhead for design storm event. If cantilever deck is preferred alternative, develop uplift forces. Forces will be developed based on validated empirical formulas or computational fluid dynamics (CFD)

Project team will refine habitat bench design

5.1.3 Beach analysis and design refinement and sheet development

Based on wave climate and results of geomorphic shoreline assessment, refine design of beach to meet project goals (including maintenance and recreational objectives).

5.1.4 Provide coastal engineering consultant support to answer design questions

Project team will review for impact to coastal processes and hydrodynamics.

5.1.5 Participate in up to three meetings

Includes presenting basis for coastal engineering elements

5.1.6 Review 90% Plans & Specifications

Technical review will include coastal engineering perspective

Task 5.2 Geotechnical Engineering (SHANNON & WILSON)

5.2.1 Update geotechnical recommendations based on proposed bulkhead design.

5.2.2 Perform displacement-based seismic analysis (including developing conditional mean spectra) for use in optimizing bulkhead design

5.2.3 Participate in the CMS seismic analysis

5.2.4 Prepare final geotechnical engineering report.

5.2.5 Provide geotechnical consulting support to answer design questions

5.2.6 Participate in up to three meetings.

5.2.7 Review 90% plans and specifications

Task 5.3 Architecture (KPG)

This task is for the PS&E for the replaced restroom which will include removal of the existing, complete design for the new restroom and the hook ups for the necessary utilities.

5.3.1 The Consultant will develop 30% plans, specifications outline, and preliminary estimate of probable construction cost for the selected restroom.

5.3.2 The Consultant will meet with the City to review 30% deliverables.

5.3.3 The Consultant will meet with City's Building Department for pre-application discussion.

5.3.4 The Consultant will develop 90% plans, specifications, and estimate of probable construction cost. This will include performance specifications that direct the contractor to provide working drawings for the finilization of electrical, venting, and plumbing for the operation of the restrooms and possible concession area to achieve a turn-key deliverable.

5.3.5 The Consultant will develop final plans, specifications, and estimate of probable construction cost. This will include performance specifications that direct the contractor to provide working

drawings for the finilization of electrical, venting, and plumbing for the operation of the restrooms and possible concession area to achieve a turn-key deliverable.

Task 5.4 PS&E and Bid Package for North, West, and South Bulkhead Design, Breakwater, and Urban Amenities

This PS&E will approximately have 60 plan sheets to include site preparation, utility revisions for the restroom, drainage revisions, parking lot slurry seal and striping, irrigation, plantings, sidewalks, bulkhead plan and profile, breakwater plan, coastal restoration and numerous details for each. After the 30% Submittal, as the rest of the drawings for each of the disciplines are developed they will be sent to the City in logical packages for their review and comment. Such, by the time there is a 90% submittal as stated below the City will have seen the vast majority of the project plans.

5.4.1 Structural Calculations to size bulkhead elements

5.4.2 After the selection of a preferred alternative, The Consultant will progress the analysis and prepare preliminary design (approximately 30% design development) for the north, west, and south bulkheads; breakwater, restroom and urban amenities. Consultant will finalize Landscape and Urban Design Document based on selected Urban Design Elements and Landscape palett

The Consultant's internal QA/QC procedures will be utilized throughout the design effort on this Project. Independent check of the structural analysis and design calculations and structural plans will be performed. Drawings and details will be reviewed for constructability and conformance of the design to the applicable drawing standards.

The Consultant will prepare Special Provisions following WSDOT format for specialty items of work that are not covered by the WSDOT Standard Specifications or WSDOT General Special Provisions. The restroom special provisions will be prepared by KPG using CSI format. Exeltech will assimilate these into the other specials.The Consultant will prepare the opinion of probable construction cost using approximate quantities of materials for some bid items and lump sum estimates for some bid items, depending on the degree of design completed. Historical bid unit prices for projects in Western Washington will be used to determine appropriate unit bid prices for the opinion of probable cost.

After receipt of comments from the City on the 30% design, the Consultant will respond to comments, complete the analysis, and prepare final design (90% and 100% design development) for boardwalk repairs and construction staging. After the 100% Submittal, Consultant will incorporate City/Agency review comments and resubmit as the Bid Documents.

5.4.3 The Consultant will assimilate sub-consultant developed PS&Es into one package for advertisement.

5.4.4 The Consultant will develop the bid documents per the City standards.

Task 5.5 PS&E Review

5.5.1 With the 90% Design PS&E submittal, the Consultant will have its Office Engineer and Project Inspector conduct a constructability review. This review will check the plans for coordination with existing facilities, site constraints, utilities, staging, and access. The Consultant

will develop the Record of Materials (ROM) while performing the constructability review of the contract plans and verify that items of work have been incorporated into the Contract.

TASK 6 BID SUPPORT SERVICES

Task 6.1 The Consultant will provide support to the City during the project advertisement.

Task 6.2 The Consultant will address Contractor requests for information and interpretations of the contract documents. The Consultant will provide Bid Item quantity checks, prepare and process updates to the Contract Provisions and Contract Plans for any Addendums. The Consultant will provide Bid analysis and a recommendation on award of the project.

TASK 7 OPTIMIZATION OF SEISMIC DESIGN (EXELTECH & S&W)

Need for this analysis and related cost will be evaluated prior to commencement of final design, and will be discussed and approved by the Owner prior to proceeding.

7.1 If warranted to optimize bulkhead seismic design, Shannon & Wilson & Exeltech can perform a seismic displacement (time-history based) analysis for displacement-based seismic design of the bulkhead. This option analysis would include:

- Develop time history target spectra using conditional mean spectra methodology to develop target spectra representative of actual earthquake sources that are significant contributors ground motion hazard at the site.
- Develop a suite of at least seven spectrum-compatible time histories (spectrally matched or scaled) for use in time-history analyses.
- As needed, develop two-dimensional geotechnical soil-structure interaction models (maximum of 2) and perform displacement-based bulkhead analyses using these models.

TASK 8 ENGINEER OF RECORD SERVICES (TBD)

At the request of the City, the Consultant will provide additional services as requested.

TASK 9 CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES (TBD)

At the request of the City, the Consultant will provide additional services as requested.

MANAGEMENT RESERVE

At the request of the City, the Consultant will provide additional services as requested.

Exhibit B
DBE Participation

DBE Goals not Assigned

D. Specify the Agency's Right to Review Product with the Consultant

Agency will have right to review all deliverables referenced in Exhibit A

E. Specify the Electronic Deliverables to Be Provided to the Agency

Deliverables outlined in Exhibit A

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency-furhished services and information as outlined in Exhibit A

II. Any Other Electronic Files to Be Provided

As deemed necessary by agreement of the Agency and Consultant.

III. Methods to Electronically Exchange Data

FTP, Email, and CD/DVD

A. Agency Software Suite

AutoCAD, C3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, ZIP Files, Word, Excel

Exhibit D
Prime Consultant Cost Computations

Exhibit D
City of Des Moines
Marina Bulkhead Replacement
Summary of Cost Per Consultant

Task	Exeltech	KPG	S&W	MM	Aqua Terra	Makers	Total
PROJECT BUDGET (IN SCOPE)							
1. PROJECT MANAGEMENT							
1.1 Monthly Project Management	$86,066.01	$2,453.11		$3,286.03			$91,805.15
1.2 Grant Funding Assistance	$1,793.04			$20,811.72			$22,604.76
1.3 Coordination and Public Outreach	$3,586.08			$3,705.23			$7,291.31
2. PRELIMINARY ENGINEERING							
2.1 Surveying		$27,345.12		$892.30			$28,237.42
2.2 Geotechnical			$65,774.04				$65,774.04
2.3 Coastal Engineering				$26,885.75			$26,885.75
2.4 Landscape/Urban Design Schematic Conceptual Design	$10,054.44	$2,258.12					$12,312.56
2.5 Architecture for Restroom		$25,322.58					$25,322.58
3. BULKHEAD & BREAKWATER ALTERNATIVES ANALYSIS							
3.1 Develop Alternative Concepts	$28,776.36			$5,257.65		$25,039.50	$59,073.51
3.2 Coastal Engineering				$45,860.65			$45,860.65
3.3 Structural Engineering	$40,462.72						$40,462.72
4. ENVIRONMENTAL SERVICES, CULTURAL RESOURCES AND PERMITTING							
4.1 Coordinationa and Management	$37,409.22						$37,409.22
4.2 Biological Studies and Supporting Documentation			$74,870.61				$74,870.61
4.3 Permitting	$3,657.38		$67,263.01	$19,532.56			$90,452.95
4.4 Cultral Resources					$11,934.00		$11,934.00
5. PROJECT PS&E (North Bulkhead and Restroom/Urban Amenities)							
5.1 Coastal Engineering				$49,979.21			$49,979.21
5.2 Geotechical Engineering							
5.3 Architecture - KPG		$73,015.83					$73,015.83
5.4 Urban Amenities, Utilities & Parking Lot Rehab - Exeltech	$116,684.82						$116,684.82
5.4 Bulkheads Design, Breakwater, PS&E and Bid Package Assimilation	$168,856.09			$61,574.49			$230,430.58
5.5 PS&E Review	$9,749.76						$9,749.76
6. BID SUPPORT SERVICES	$14,556.76	$2,521.16		$2,079.29			$19,157.21
7. OPTIMIZATION OF SEISMIC DESIGN (TBD)	$89,008.00		$37,526.68				$126,534.68
8. Engineer of Record Services (TBD)							$0.00
9. Construction Mangement and Inspection Services (TBD)							$0.00
Direct Costs	$6,949.20	$4,686.00	$35,411.00	$216.00	$122.04	$0.00	$47,384.24
MANAGEMENT RESERVE							$75,000.00
TOTAL BUDGET	$617,609.88	$137,601.92	$280,845.34	$240,080.88	$12,056.04	$25,039.50	$1,388,233.56

Exhibit D
City of Des Moines
Marina Bulkhead Replacement
Hours Sheet

	Senior Project Manager	Senior Bridge Engineer	Bridge Engineer	Bridge EIT	Civil Engineer	Civil Engineer EIT	CADD	Environmental Lead	Landscape Architect		Total Exeltech Labor Hours	Principal Architect	Senior Architect	Design Technician	Administration	Sr. Landscape Arch	Landscape Arch	Landscape Designer	CAD Technician	Survey Manager	Project Surveyor	Survey Technician	Field Surveyor	Field Surveyor	Total KPG Labor Hours	Vice President	Senior Associate	Associate	Senior Professional III	Senior Professional II	Senior Professional I	Professional IV	Professional III	Professional II	Professional I	Sr. Tehnical Services	Tehnical Services	Sr. Office Services	Office Services	Total S&W Labor Hours	Principal Coastal Engineer	Project Engineer	Engineer 3	CAD	Senior QC/QA Engineer	Total Mott MacDonald Labor Hours	Principal Investigator	Sr Arch	Arch Historian	Total Aqua Terra Labor Hours	Partner	Senior Associate	Associate	Staff	Total Makers Labor Hours	TOTAL
PROJECT HOURS (IN SCOPE)																																																						
1. PROJECT MANAGEMENT																																																							
1.1 Monthly Project Management	480										480	7	11												18																			5	15				20										518
1.2 Grant Funding Assistance	10										10																															25	52	52	24		153										163
1.3 Coordination and Public Outreach	20										20																															6	12	6			24										44
2. PRELIMINARY ENGINEERING																																																						
2.1 Surveying																				22	28	60	68	68	246																			1	4	1			6										252
2.2 Geotechnical																										25	96	12	4	131	42	4	24	65	10	45	14	9	12	494																494
2.3 Coastal Engineering																																										16	64	126		10	216										216
2.4 Landscape/Urban Design Schematic Conceptual Design									60		60	2	16												18																																		78
2.5 Architecture for Restroom												13	54	164	10										241																																		241
3. BULKHEAD & BREAKWATER ALTERNATIVES ANALYSIS																																																									
3.1 Develop Alternative Concepts	40	30	64	24			60				218																															8	24				32				10	88	132	10	240	490
3.2 Coastal Engineering																																										28	94	188	66	4	382										382
3.3 Structural Engineering		20	80	80	40	60	100				380																																													380
4. ENVIRONMENTAL SERVICES, CULTURAL RESOURCES AND PERMITTING																																																								
4.1 Coordinationa and Management								220			220																																													220
4.2 Biological Studies and Supporting Documentation																										80	61		225	27				15		53		33		494																494
4.3 Permitting							40				40															68		4	295							56		40		465	9	46	58	54		165										670
4.4 Cultral Resources																																																	54	46	8	108						108
5. PROJECT PS&E (North Bulkhead and Restroom/Urban Amenities)																																																							
5.1 Coastal Engineering																																										40	114	125	120		399										399
5.2 Geotechical Engineering																																																							
5.3 Architecture - KPG												28	168	488	12										696																																696
5.4 Urban Amenities, Utilities & Parking Lot Rehab - Exeltech					100	150	450		300		1,000																																												1,000
5.4 Bulkheads Design, Breakwater, PS&E and Bid Package Assimilation	90	80	160	400	150	150	530				1,560																															32	124	214	154		524										2,104
5.5 PS&E Review					80						80																																													80
6. BID SUPPORT SERVICES	10	10	16	4	40	20	20				120	2	4	16	2										24																		4	8				12										156
7. Opitimization of Seismic Design		120	500								620															30		20	160	40									250																870
8. Engineer of Record (TBD)																																																									0
9. Construction Management and Inspection Services (TBD)																																																									0
TOTAL HOURS	650	260	840	508	410	380	1,200	220	360		4,828	52	253	668	24					22	28	60	68	68	1,243	203	157	36	884	198	42	4	24	81	10	158	14	82	12	1,703	174	557	768	420	14	1,933	54	46	8	108	10	88	132	10	240	10,855
MANAGEMENT RESERVE																																																								

Exhibit D
Consultant Fee Determination - Summary Sheet

Marina Bulkhead Replacement
City of Des Moines

Task Description: Prime Consultant
Consultant: Exeltech

Classification	Man Hours Hours		Rate		Dollars
Senior Project Manager	650	x	$58.85	=	38,252.50
Senior Bridge Engineer	260	x	$60.03	=	15,607.80
Bridge Engineer	840	x	$44.02	=	36,976.80
Bridge EIT	508	x	$28.00	=	14,224.00
Civil Engineer	410	x	$40.00	=	16,400.00
Civil Engineer EIT	380	x	$28.62	=	10,875.60
CADD	1,200	x	$30.01	=	36,012.00
Environmental Lead	220	x	$55.81	=	12,278.20
Landscape Architect	360	x	$55.00	=	19,800.00
Total Hours	**4,828**				
Total DSC				=	**200,426.90**

	% Increase	% of Work		
Labor Escalation for '14			=	0.00
Escalated Total DSC			=	**200,426.90**

Overhead (OH Cost -- including Salary Additives)

OH Rate x DSC of	169.68%	x	$200,426.90	=	**340,084.36**

Fixed Fee (FF):

FF Rate x DSC of	35.00%	x	$200,426.90	=	**70,149.42**

Reimbursables

Itemized	Quantity	Units		Rate		In Scope
Meals and Lodging		each	@	$150.00	=	0.00
Mileage	1,680	each	@	$0.57	=	949.20
Reproduction and Printing	10	exhibits	@	$100.00	=	1,000.00
Heavy Civil Construction Contractor Servic	1	Est	@	$5,000.00	=	5,000.00
Miscellaneous Supplies		Est	@	$500.00	=	0.00
Reimbursables Total						**6,949.20**

Exeltech Subtotal	**617,609.88**
Subconsultant Costs (See Exhibit G)	**695,623.68**
Management Reserve	**75,000.00**
Grand Total	**1,388,233.56**

Exhibit E
Subconsultant Fee Determination - Summary Sheet

Marina Bulkhead Replacement
City of Des Moines

Task Description: Survey, Landscape Architecture, Architecture
Consultant: **KPG**

Classification	Hours		Labor Rate		Dollars
Principal Architect	52	x	$59.74	=	$3,106.48
Senior Architect	253	x	$45.19	=	$11,433.07
Design Technician	668	x	$36.06	=	$24,088.08
Administration	24	x	$31.73	=	$761.52
Sr. Landscape Arch	0	x	$54.57	=	$0.00
Landscape Arch	0	x	$41.35	=	$0.00
Landscape Designer	0	x	$27.88	=	$0.00
CAD Technician	0	x	$38.94	=	$0.00
Survey Manager	22	x	$72.84	=	$1,602.48
Project Surveyor	28	x	$47.12	=	$1,319.36
Survey Technician	60	x	$42.07	=	$2,524.20
Field Surveyor	68	x	$36.66	=	$2,492.88
Field Surveyor	68	x	$33.29	=	$2,263.72
Total Hours	**1,243**				
			Total Direct Labor Cost	=	**$49,591.79**

	% Increase	% of Work		
Labor Escalation for '18			=	0.00
Escalated Total DSC			=	**49,591.79**

Overhead (OH Cost -- including Salary Additives)
OH Rate x DSC of 138.02% x $49,591.79 = **68,446.59**

Fixed Fee (FF):
FF Rate x DSC of 30.00% x $49,591.79 = **14,877.54**

Reimbursables	**Quantity**					
Itemized		**Units**		**Rate**		**In Scope**
Mileage	900	each	@	$0.54	=	$486.00
Boat Rental	5	each	@	$100.00	=	$500.00
Utility and GPR Locates	20	each	@	$185.00	=	$3,700.00
Traffic Control (subcontracted)		Est	@	$0.00	=	$0.00
Laboratory Analysis (sieves)		Est	@	$0.00	=	$0.00
Reimbursables Total						**$4,686.00**

Grand Total **$137,601.92**

Prepared By: _____ Date: _____

Exhibit E
Subconsultant Fee Determination - Summary Sheet

Marina Bulkhead Replacement
City of Des Moines

Task Description: Wave Analysis
Consultant: **Mott Mcdonald**

Classification	Hours		Labor Rate		Dollars
Principal Coastal Engineer	174	x	$86.92	=	$15,124.38
Project Engineer	557	x	$48.73	=	$27,142.22
Engineer 3	768	x	$34.66	=	$26,618.50
CAD	420	x	$36.36	=	$15,270.78
Senior QC/QA Engineer	14	x	$65.98	=	$923.72
Total Hours	**1,933**				
			Total Direct Labor Cost	=	**$85,079.59**

	% Increase		% of Work		
Labor Escalation for '18	0		0	=	0.00
Escalated Total DSC				=	**85,079.59**

Overhead (OH Cost -- including Salary Additives)
OH Rate x DSC of 151.93% x $85,079.59 = **129,261.42**

Fixed Fee (FF):
FF Rate x DSC of 30.00% x $85,079.59 = **25,523.88**

Reimbursables Itemized In Scope	Quantity	Units		Rate		In Scope
Mileage	400	each	@	$0.54	=	$216.00
Meals and Lodging		each	@	$175.00	=	$0.00
Reproduction and Printing		each	@	$0.10	=	$0.00
Field Equipment Rental		each	@	$100.00		$0.00
						$0.00
						$216.00

Grand Total **$240,080.89**

Prepared By: _____ Date: _____

Exhibit E
Subconsultant Fee Determination - Summary Sheet

Marina Bulkhead Replacement
City of Des Moines

Task Description: Cultral Resources
Consultant: **Aqua Terra**

Classification	Hours		Labor Rate		Dollars
Principal Investigator	54	x	$125.00	=	$6,750.00
Sr Arch	46	x	$96.00	=	$4,416.00
Arch Historian	8	x	$96.00	=	$768.00
Total Hours	**108**				
			Total Direct Labor Cost	=	**$11,934.00**

	% Increase		% of Work		
Labor Escalation for '18	0		0	=	0.00
Escalated Total DSC				=	**11,934.00**

Overhead (OH Cost -- including Salary Additives)
OH Rate x DSC of _____ x $11,934.00 = **0.00**

Fixed Fee (FF):
FF Rate x DSC of _____ x $11,934.00 = **0.00**

Reimbursables	**Quantity**					
Itemized		**Units**		**Rate**		**In Scope**
Meals and Lodging		each	@	$150.00	=	$0.00
Mileage	226	each	@	$0.54	=	$122.04
Reproduction and Printing		each	@	$10.00	=	$0.00
Postage and Supplies		each	@	$20.00	=	$0.00
						$122.04

Grand Total **$12,056.04**

Prepared By: _____ Date: _____

Exhibit E
Subconsultant Fee Determination - Summary Sheet

Marina Bulkhead Replacement
City of Des Moines

Task Description: Urban Amenities Conceptulization
Consultant: **Makers**

Classification	**Hours**		**Labor Rate**		**Dollars**
Partner	10	x	$59.00	=	$590.00
Senior Associate	88	x	$37.50	=	$3,300.00
Associate	132	x	$33.00	=	$4,356.00
Staff	10		$29.00		$290.00
Total Hours	**240**				
			Total Direct Labor Cost	=	**$8,536.00**

	% Increase		**% of Work**		
Labor Escalation for '18	0		0	=	0.00
Escalated Total DSC				=	**8,536.00**

Overhead (OH Cost -- including Salary Additives)
OH Rate x DSC of 163.34% x $8,536.00 = **13,942.70**

Fixed Fee (FF):
FF Rate x DSC of 30.00% x $8,536.00 = **2,560.80**

Reimbursables **Quantity** **Itemized**	**Units**		**Rate**		**In Scope**
Meals and Lodging	each	@	$150.00	=	$0.00
Mileage	each	@	$0.54	=	$0.00
Reproduction and Printing	each	@	$10.00	=	$0.00
Postage and Supplies	each	@	$20.00	=	$0.00
					$0.00

Grand Total **$25,039.50**

Prepared By: _____ Date: _____

Exhibit E
Subconsultant Fee Determination - Summary Sheet

Marina Bulkhead Replacement
City of Des Moines

Task Description: Geotechnical
Consultant: Shannon and Wilson

Classification	Hours		Labor Rate		Dollars
Vice President	203	x	$68.62	=	$13,929.86
Senior Associate	157	x	$60.23	=	$9,456.11
Associate	36	x	$48.19	=	$1,734.84
Senior Professional III	684	x	$44.23	=	$30,253.32
Senior Professional II	198	x	$40.45	=	$8,009.10
Senior Professional I	42	x	$36.44	=	$1,530.48
Professional IV	4	x	$35.11	=	$140.44
Professional III	24	x	$30.79	=	$738.96
Professional II	81	x	$29.48	=	$2,387.88
Professional I	10	x	$25.00	=	$250.00
Sr. Tehnical Services	156	x	$33.80	=	$5,272.80
Tehnical Services	14	x	$25.96	=	$363.44
Sr. Office Services	82	x	$28.37	=	$2,326.34
Office Services	12	x	$20.00	=	$240.00
Total Hours	**1,703**				
			Total Direct Labor Cost	=	**$76,633.57**

	% Increase	% of Work		
Labor Escalation for '18			=	0.00
Escalated Total DSC			=	**76,633.57**

Overhead (OH Cost -- including Salary Additives)
OH Rate x DSC of 190.27% x $76,633.57 = **145,810.69**

Fixed Fee (FF):
FF Rate x DSC of 30.00% x $76,633.57 = **22,990.07**

Reimbursables	**Quantity**					
Itemized		**Units**		**Rate**		**In Scope**
Mileage	800	each	@	$0.54	=	$432.00
Parking for meetings	10	each	@	$25.00	=	$250.00
Reproduction and Printing	2,000	copies	@	$0.10	=	$200.00
PID meter	5	day	@	$75.00	=	$375.00
Water Level Indicator	2	day	@	$15.00	=	$30.00
Groundwater Data Loggers (2)	2	week	@	$120.00	=	$240.00
Drilling Subcontract	1	Est	@	$25,134.00	=	$25,134.00
Downhole Testing Subcontract	1	Est	@	$3,800.00	=	$3,800.00
Sample Equipiment, Jars, and Handling	5	each	@	$50.00	=	$250.00
Water Content and Visual ID Tests	50	each	@	$32.00	=	$1,600.00
Grain-size Analyses	8	each	@	$135.00	=	$1,080.00
Fines content Analyses	12	each	@	$85.00	=	$1,020.00
Atterberg Limits Tests	4	each	@	$175.00	=	$700.00
Dive Tank Rental	3	day	@	$100.00	=	$300.00
Reimbursables Total						**$35,411.00**

Grand Total **$280,845.33**

Prepared By: _____ Date: _____

Exhibit F
Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

   Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G
Certification Documents

Exhibit G-1(a)	Certification of Consultant
Exhibit G-1(b)	Certification of _Agency Official _____
Exhibit G-2	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Exhibit G-3	Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
Exhibit G-4	Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Exeltech Consulting, Inc.
whose address is
8729 Commerce Pl Dr NE; Lacey, WA 98516
and that neither the above firm nor I have:

a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;

b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☑ Agency Official

☐ Other

of the City of Des Moines , and Exeltech Consulting, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00, for each such failure.

   The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

Exeltech Consulting, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of 2018-2019 On Call Civil Engineering Serv. * are accurate, complete, and current as of November 13, 2017 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Exeltech Consulting, Inc.

	President
Signature	Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H
Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Exhibit I
Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager
At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)
After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)
If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant
After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J
Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than $1,000. If the consultant's claim(s) are a total of $1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total $1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action in needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Project Title: North Bulkhead | Project # 310.405

Summary Project Description:

GL Account Number	Vendor #	Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project To Date 10/31/2017	2017 Year to Date 10/31/2017	2017 Remaining	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
		TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR								
310.405.045-595.65-65.10		**Design**												
		External Engineering	900,000	388,000	1,288,000	-	-		5,000	5,000	1,283,000			
310.405.045-595.65-65.12		Internal Engineering/Project Mgmt		59,000	59,000	-	6,731	6,731	2,269	9,000	50,000			
310.405.045-595.65-65.17		Permits		2,000	2,000	-	-		-		2,000			
310.405.045-595.65-65.19		Other Misc (Advertise, Postage, Etc.)		2,000	2,000	-	-		-		2,000			
		Prop/ROW/Easements												
		Construction												
310.405.045-595.65-65.30		External Engineering		600,000	600,000	-	-		-			500,000	100,000	
310.405.045-595.65-65.32		Internal Engr-Proj Mgmt/ Inspect		50,000	50,000	-	-		-			40,000	10,000	
310.405.045-595.65-65.33		Construction Contract	4,300,000	1,700,000	6,000,000	-	-		-			5,000,000	1,000,000	
310.405.045-595.65-65.33		Const Contract 1 - Contract Contingency		600,000	600,000	-	-		-			500,000	100,000	
310.405.045-595.65-65.35		Other Professional Services		-	-	-	-		-					
310.405.045-595.65-65.39		Other Miscellaneous		-	-	-	-		-					
		Other												
310.405.045-595.65-65.80		Interfund Financial Services		85,960	85,960	-	-		140	140	13,320	60,400	12,100	
310.405.045-595.65-31.87		Individual Items < $5,000		-	-	-	-		-					
310.405.045-595.65-41.88		Non-Capitalizable Services		-	-	-	-		-					
310.405.045-595.65-65.89		Individual Assets > $5,000 - Equipment		-	-	-	-		-					
310.405.045-595.65-65.90		**Contingencies**	500,000	(500,000)	-	-	-		-					
		Total Project Expense Budget:	**5,700,000**	**2,986,960**	**8,686,960**	**-**	**6,731**	**6,731**	**7,409**	**14,140**	**1,350,320**	**6,100,400**	**1,222,100**	**-**

Funding Source /Transfers		Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project to Date 10/31/2017	2017 YTD 10/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
310.405.301.397.00.00	301.405.310.59	REET 1	920,000	-	920,000	-	4,318	4,318	9,822	14,140	350,320	555,540		
310.405.309.397.00.00	309.405.310.597.0(	One Time Tax	300,000	-	300,000	-	-		-			300,000		
310.405.*		WA Direct Appropriation (Unconfirmed)		2,000,000	2,000,000	-	-		-			2,000,000		
310.405.000.334.02.70.05		State of Washington Grants (Unconfirmed)	2,000,000	986,960	2,986,960	-	-		-			1,759,860	1,227,100	
310.405.201.397.00.00.00		Debt Proceeds	980,000	-	980,000	-	-		-			980,000		
310.405.001.397.00.00	1.405.310.597.00.0(	General Fund	1,500,000	-	1,500,000	-	-		-		1,000,000	500,000		
		Total Project Revenue Budget:	**5,700,000**	**2,986,960**	**8,686,960**	**-**	**4,318**	**4,318**	**9,822**	**14,140**	**1,350,320**	**6,095,400**	**1,227,100**	**-**

700

700

ATTACHMENT #2

N Lot Restrooms, Plazas & Promenade	Project #	310.406	Summary Project Description:

TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR								
Expenditures	**1/1/17 Current CIP Budget**	**2017 CIP Supplemental Request**	**2017 Revised CIP Budget Estimate**	**Project to Date 12/31/16**	**Project To Date 10/31/2017**	**2017 Year to Date 10/31/2017**	**2017 Remaining**	**Estimated Year End 2017**	**Planned Year 2018**	**Planned Year 2019**	**Planned Year 2020**	**Planned Year 2021**
Design												
External Engineering	100,000	6,000	106,000	-	-		-		106,000			
Internal Engineering/Project Mgmt		8,000	8,000	-	-		-		8,000			
Permits		-	-	-	-		-					
Other Misc (Advertise, Postage, Etc.)		-	-	-	-		-					
Prop/ROW/Easements												
Construction												
Internal Engr-Proj Mgmt/ Inspect		-	-	-	-		-					
Construction Contract	600,000	-	600,000	-	-		-			600,000		
Const Contract 1 - Contract Contingency		-	-	-	-		-					
Other Professional Services		-	-	-	-		-					
Other Miscellaneous		-	-	-	-		-					
Other												
Interfund Financial Services	6,500	-	6,500	-	-		-			6,500		
Individual Items < $5,000		-	-	-	-		-					
Non-Capitalizable Services		-	-	-	-		-					
Individual Assets > $5,000 - Equipment		-	-	-	-		-					
Contingencies	43,500	(14,000)	29,500	-	-		-			29,500		
Total Project Expense Budget:	**750,000**	**-**	**750,000**	**-**	**-**	**-**	**-**	**-**	**114,000**	**636,000**	**-**	**-**

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Project to Date 10/31/2017	2017 YTD 10/31/2017	2017 Remaining	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
REET 2	250,000	-	250,000	-	-		-		114,000	136,000		
One Time Tax	500,000	-	500,000	-	-		-			500,000		
Total Project Revenue Budget:	**750,000**	**-**	**750,000**	**-**	**-**	**-**	**-**	**-**	**114,000**	**636,000**	**-**	**-**

701

Department	Payment Available On-line	Payment at City Offices only
Court	Uncontested tickets	Contested tickets
PBPW	Residential re-roof permits. Residential plumbing, mechanical, electrical permits. Right of Way Use permits. Business licenses. (likely to move to State in 2019)	Residential and commercial building permits. Commercial mechanical, plumbing and electrical permits. (can pay by phone up to $2,000)
Parks	All registrations (New in 2017) Rental Fee (minus deposits)	Drop In Fees Rental Deposits
Marina	(Some in 2017/2018) Parking Passes (2019)	Moorage & Lease Payments Guest moorage fees Fuel Purchases Parking Fines Wait List Fees Misc. Retail Purchases Parking Passes
Police	Alarm Permits (2018) Animal Permits (2018)	Alarm Permits Animal Permits Gun Permits Vehicle Towing Re-imbursements. Public Disclosures and ability to payment with credit card via phone.

702

PUBLIC HEARING INTRODUCTION:

DRAFT ORDINANCE 17-011
OFF-SITE TREE MITIGATION AND FEES PAID-IN-LIEU PROGRAM

DRAFT ORDINANCE 17-073
LANDSCAPE AND OTHER ZONING CODE REGULATIONS

Grant Fredricks, Consultant
Susan Cezar, Community Development Director

December 7, 2017

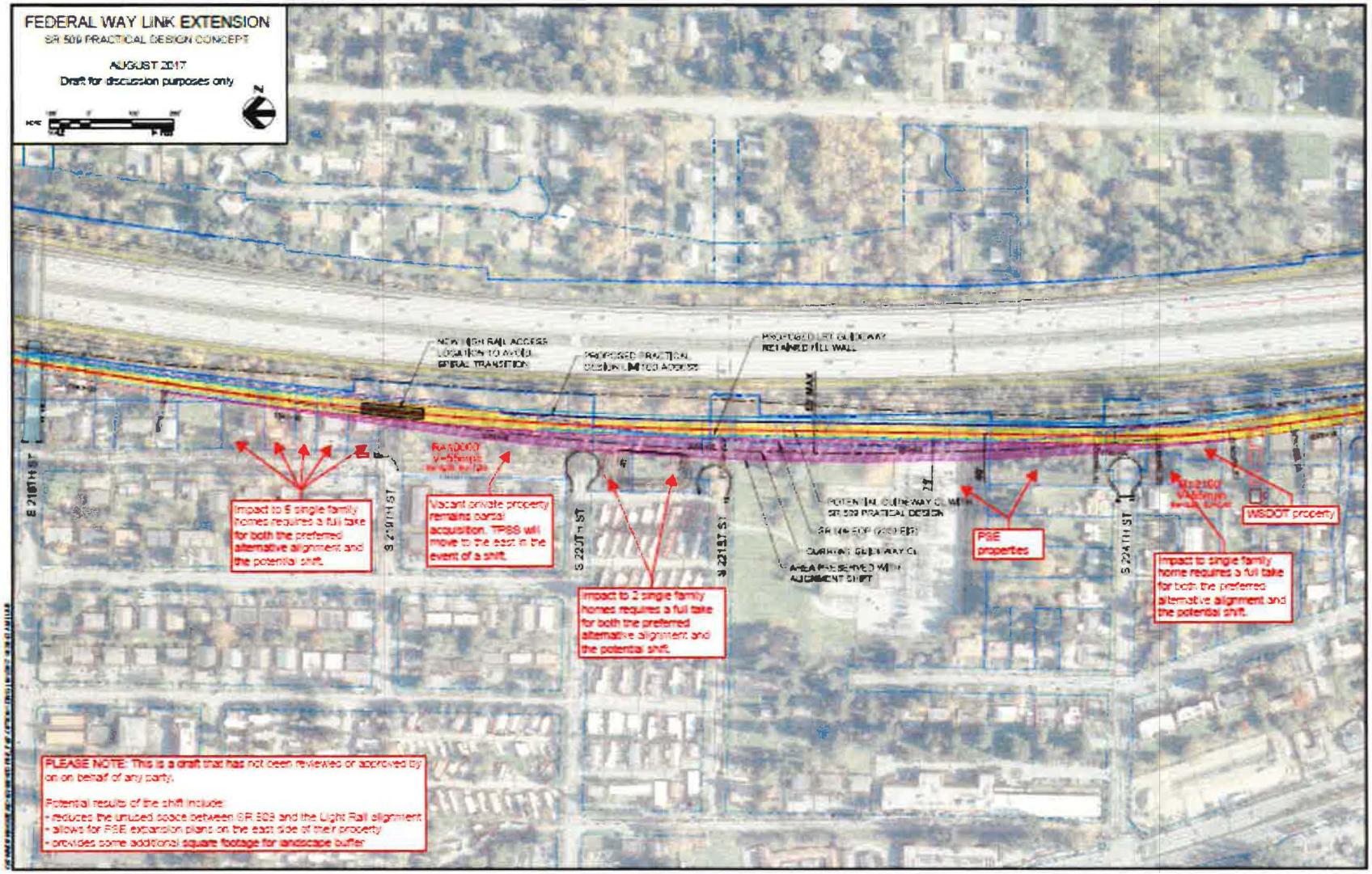
703

Current Status of Federal Way Link Extension (FWLE)

- Preliminary engineering and EIS completed in March 2017.
- Conceptual engineering completed to develop design specifications and construction standards that will be:
  - The basis for right-of-way acquisitions that started this fall and
  - Included in Design-Builder request for proposals to be issued in August 2018.
- Development Agreement being drafted to incorporate the design and construction standards and permitting process that ST's selected design build contractor will be required to follow when that contractor selection is made in 2019.
- Note: The exact alignment and guideway buffer design will continue to evolve and will not be fixed until the Design Builder completes the design and the City approves it in 2020 and 2021.

704

Alignment Alternative Graphic



705

PUBLIC HEARING:
DRAFT ORDINANCE 17-111
OFF-SITE TREE MITIGATION AND FEES PAID-IN-LIEU PROGRAM

Grant Fredricks, Consultant
Susan Cezar, Community Development Director

December 7, 2017

706

Purpose

- Amend the Environment Code to establish an off-site tree mitigation and fees pad-in-lieu program
- Establish an associated Urban Forestry Fund

707

Background

- Minimize the impact of the acquisition of private property for the Federal Way Link Extension (FWLE) guideway
- The DMMC now requires a twenty-five foot landscape buffer. A guideway edge landscape buffer otherwise satisfactory to the City may not provide adequate landscape space on site to accommodate all the replacement trees required by the DMMC (at a ratio of 5:1 or 3:1) without increasing the amount of right of way to be acquired from abutting property owners.
- Many parts of the urban forest in Des Moines are in poor health because of age, disease or invasive plants requiring increasing care, maintenance reforestation, and the City lacks adequate resources to address the needs of its urban forest areas.

708

Examples of Poor Tree Health

- Pictures of poor tree health

709

Figure 1:

Figure 2:

Figure 3:

Figure 4:

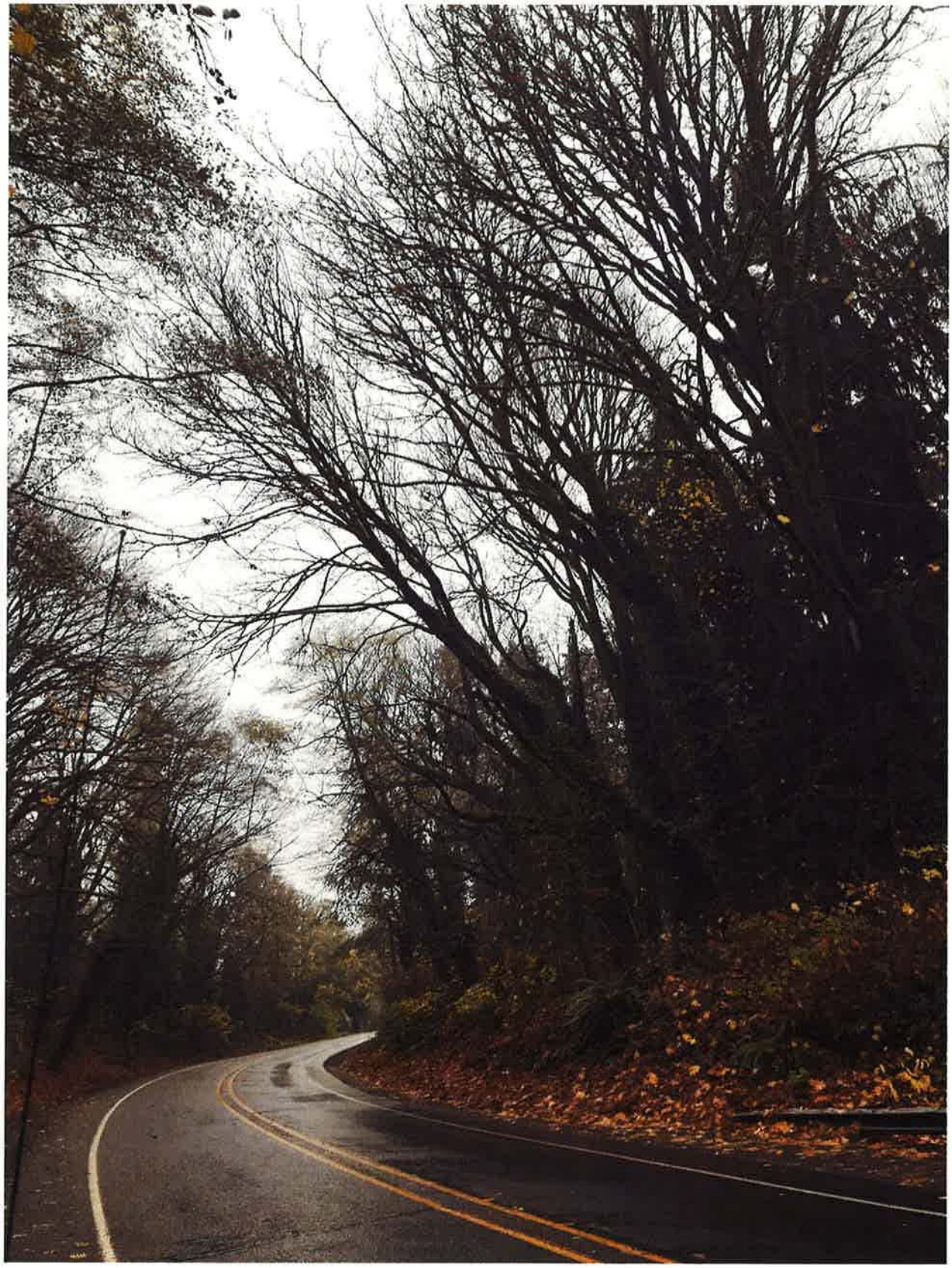


Figure 5:

Figure 6:

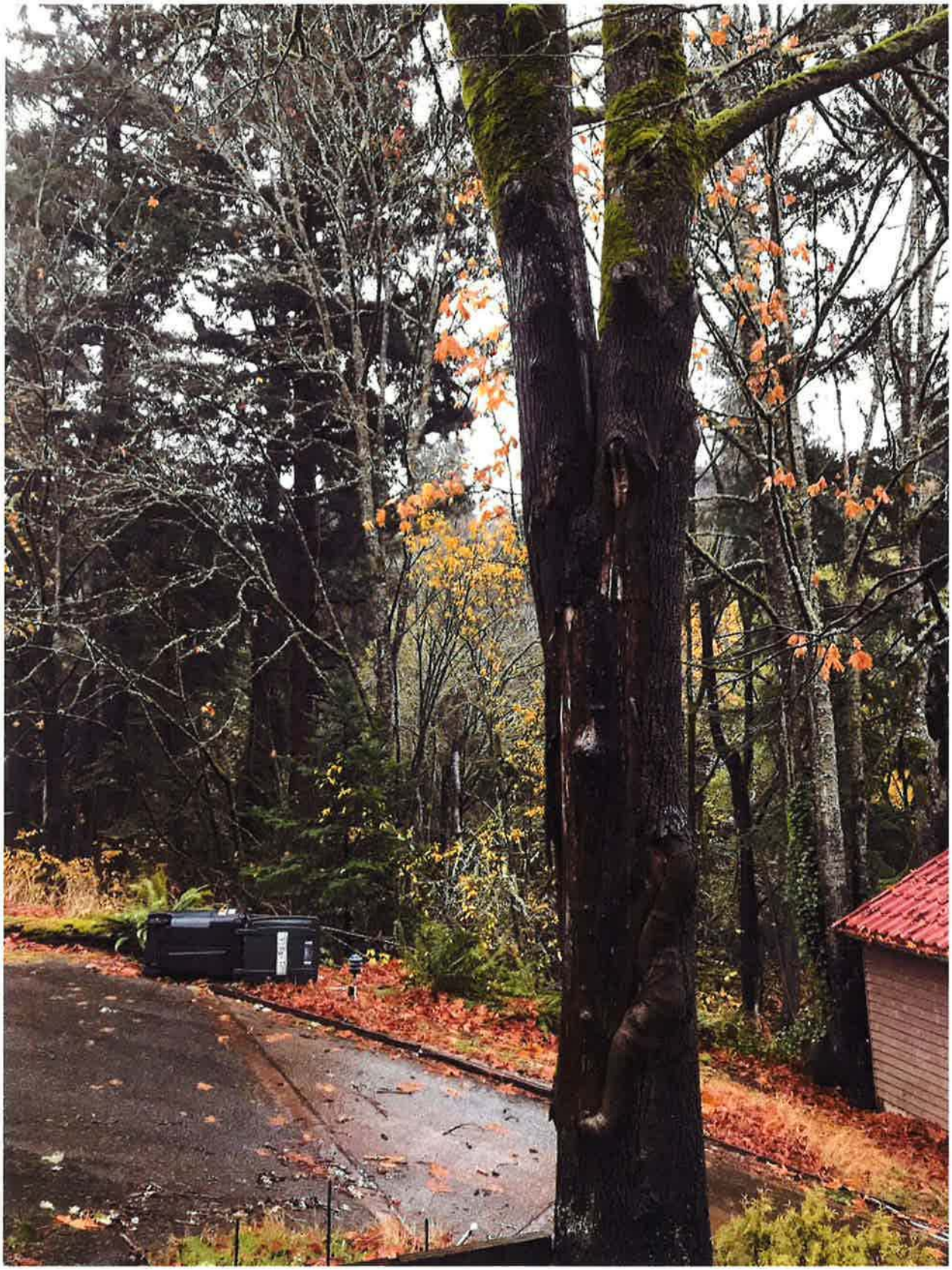


Figure 7:

Figure 8a:

Figure 8b:

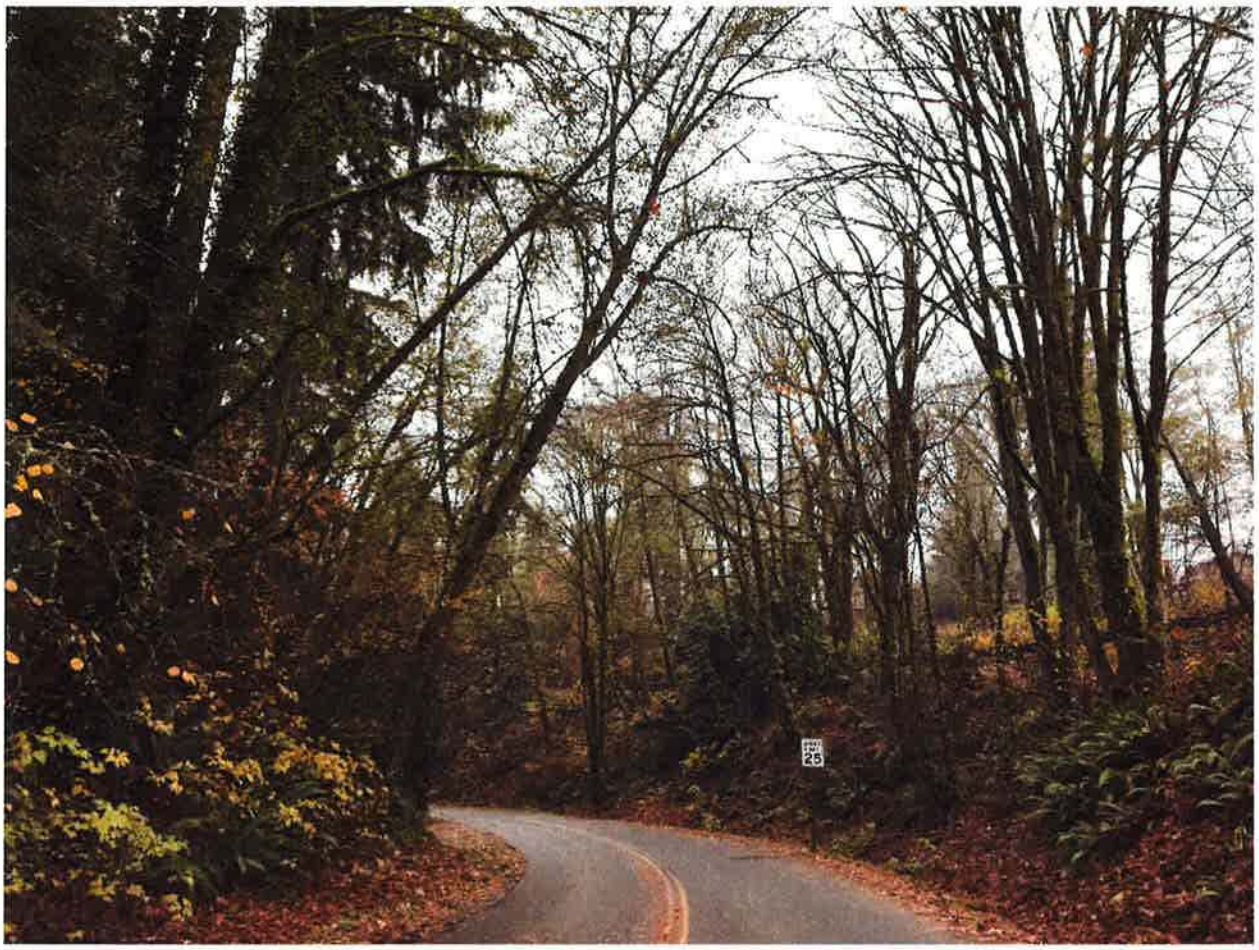


Figure 9:

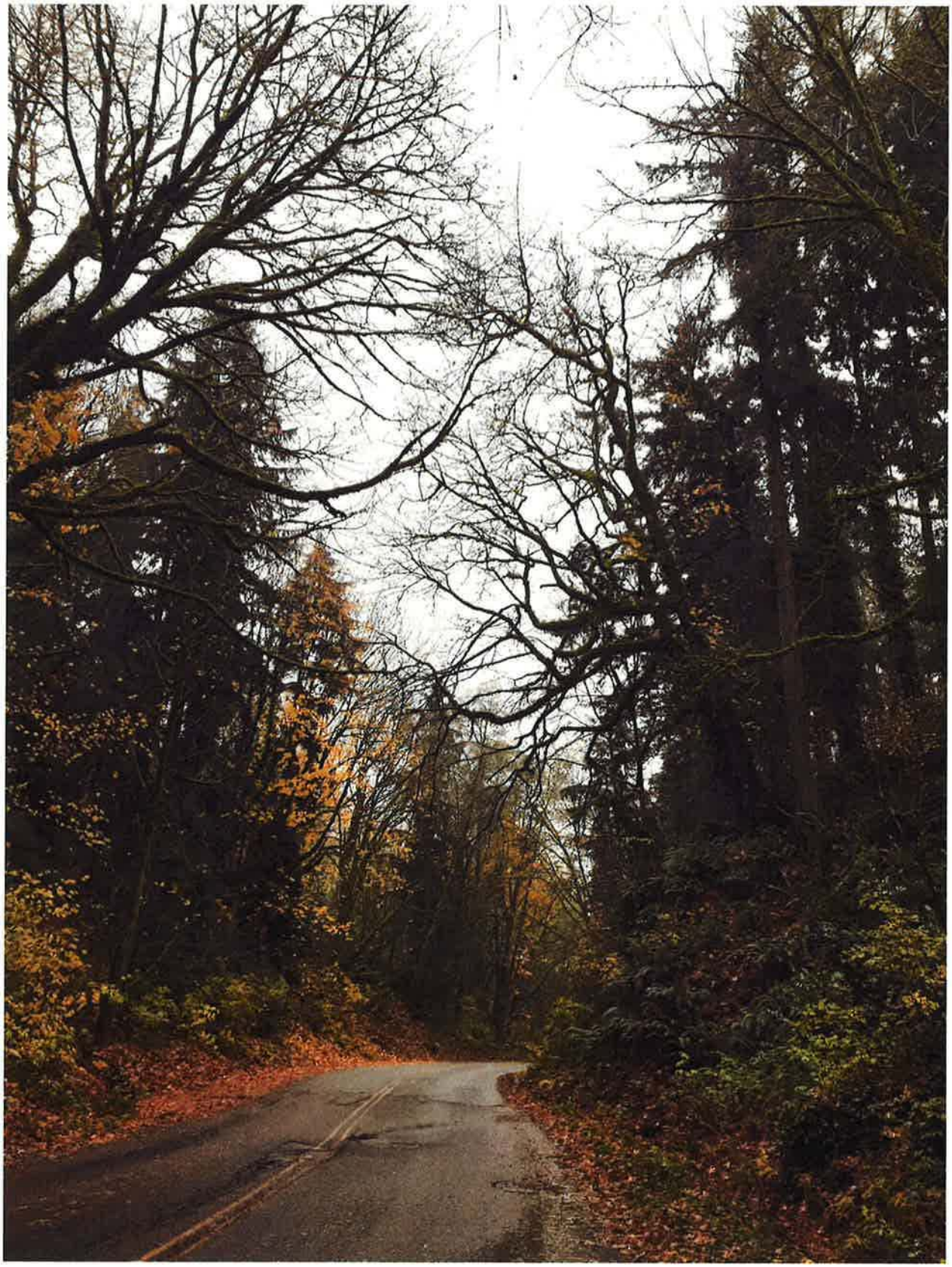


Figure 10:

Figure 11:

Figure 12:

Figure 13a:

Figure 13b:

Figure 14:

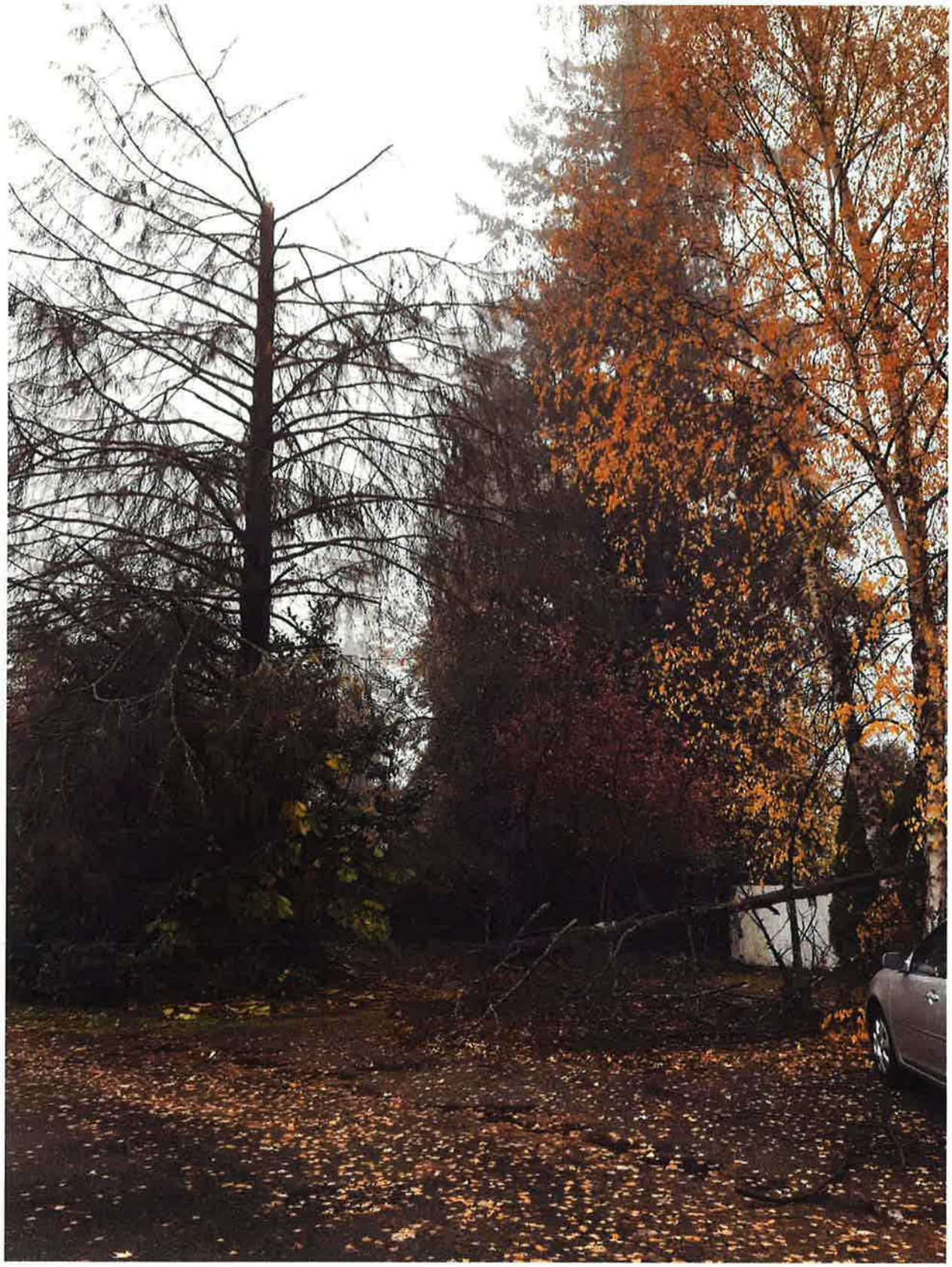


Figure 15:

Figure 16:

Figure 17:

Development Regulation Changes

- Municipal Code policy principles proposed as Council legislative intent in the ordinance recitals:
  - Minimize the impact of the acquisition of private property
  - Maintain the aggregate effect of the current 25 foot buffer requirement through buffer averaging and off site mitigation
  - Avoid acquiring additional property solely as a place to plant required replacement trees
  - Require that the buffer design represent the highest possible quality of urban and landscape design while incorporating Crime Prevention Through Environmental Design (CPTED) principles and features

729

Development Regulation Changes

- After working with individual property owners, Sound Transit may conclude that they do not control sufficient property to meet the City's required landscape buffer and may request off-site tree replacement or fee-in-lieu payment.
- Additional resources are created to preserve, plant and maintain trees within the City when it is not feasible or desirable to reasonably meet the requirements of the DMMC.
- Additional options are created to mitigate other development-related tree impacts by the Port of Seattle or private developers in ways that provide better environmental benefits to the City and its residents.
- A dedicated Urban Forestry Fund is created to manage fees from the proposed fee-in-lieu program.

730

Suggested Motions

- **Motion 1:** "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 17-111 on first reading."

- **Motion 2:** "I move to adopt Draft Ordinance No. 17-111 relating to the Environment Code establishing an off-site mitigation and fees paid-in-lieu program and amending chapter 16.25, and establishing an associated urban forestry fund in chapter 3.51."

731

PUBLIC HEARING:
DRAFT ORDINANCE 17-073
LANDSCAPE AND OTHER ZONING CODE REGULATIONS

Grant Fredricks, Consultant
Susan Cezar, Community Development Director

December 7, 2017

732

Noise Mitigation

Final height and location of noise walls will depend on:

- Final alignment that might shift the guideway up to 60-feet east to avoid PSE thereby allowing more existing landscape to be preserved.
- WSDOT SR 509 noise mitigation study that the City will not be provided until mid-December.

733

Purpose of Public Hearing

1. Create a regulatory framework to:
   - Facilitate the acquisition of FWLE ROW;
   - Establish landscape design guidelines for a design builder to be selected in late 2018 and authorized to proceed in 2019; and
   - Review and approve a final buffer design.

2. Change the Zoning Code to minimize impact on property owners affected by FWLE ROW acquisition by amending the following DMMC chapters:
   - Landscape adjacent to freeways and essential public facilities.
   - Nonconforming buildings, uses and lots.
   - Wall, fence and hedge height.

734

Background

- DMMC now requires a 25 foot landscape buffer with 5 foot berm (which effectively increases buffer width to 35 feet).
- The 6 foot minimum FWLE noise wall arguably provides more noise mitigation than a 5 foot earthen berm.
- FWLE conceptual design includes a noise wall and 5 foot maintenance strip with variable width landscape buffer.
- DMMC currently provides only limited administrative discretion in approving landscape design deviations that would otherwise be of net benefit to the City to avoid increasing the amount of right of way to be acquired from abutting property owners.

735

Ordinance Recitals

Don't make regulatory changes, but do:

1. Establish legislative history.
2. Document legislative intent.
3. Describe current understanding of landscape design and permitting process over the next 3 years:
   - Regulatory framework established by Ordinance No. 17-073
   - RFP and ST/Des Moines development agreement
   - Design by Design/Builder
   - City review and permitting of design

736

Development Regulation Framework

- Everything about FWLE buffer is conceptual at this point, and will not be finalized for 3 years.
- Municipal Code policy principles proposed as Council legislative intent in the ordinance recitals:
  - Minimize the impact of the acquisition of private property;
  - Maintain the aggregate effect of the current 25 foot buffer requirement through buffer averaging and/or off site mitigation;
  - Avoid acquiring additional property solely as a place to plant required replacement trees; and
  - Require that the buffer design represent the highest possible quality of urban and landscape design while incorporating Crime Prevention Through Environmental Design (CPTED) principles and features.

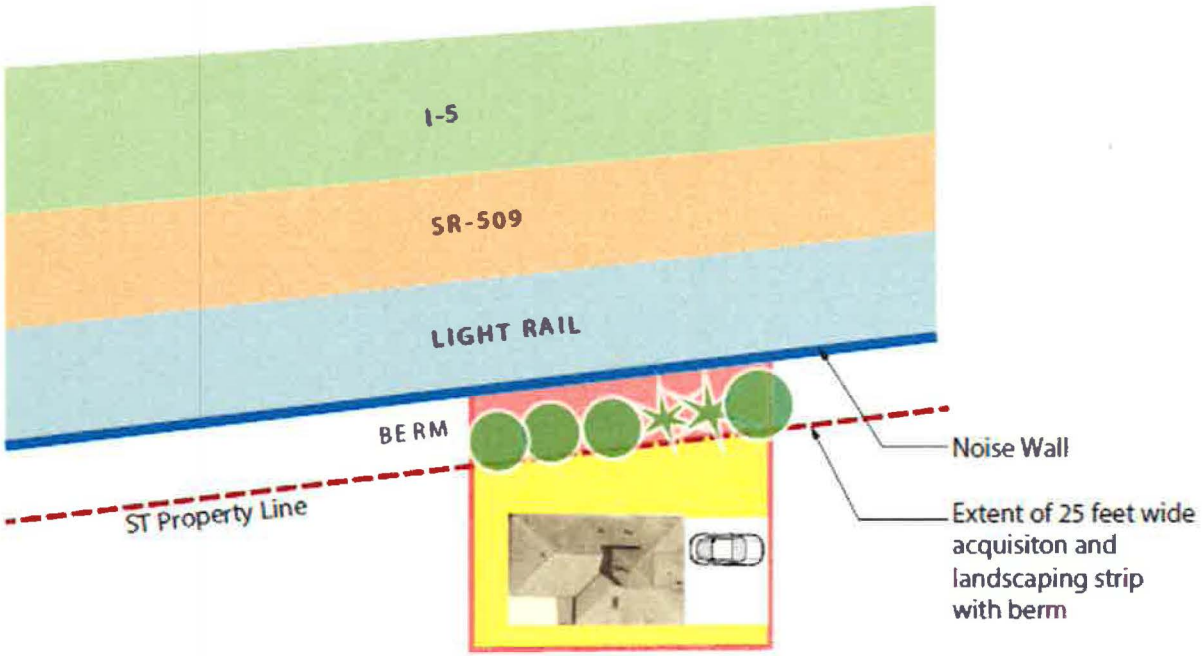
737

Development Regulation Changes

- Eliminate the 5 foot berm requirement;
- Establish landscaping criteria for essential public transportation facilities, including permitted modifications and alternative mitigation measures when accompanied by a development agreement;
- Clarify that if non-conformities such as backyard depths result solely from partial right of way acquisitions, those properties' status will not be penalized;
- Clarify that taller walls and fences may be allowed for essential public transportation facilities; and
- Fix a restrictive code section to include all non-conforming residential and commercial properties to ensure affected private property owners are not disadvantaged by ST's and potential future City right of way acquisition.

738

Current City Code



TO MEET CODE REQUIREMENTS:

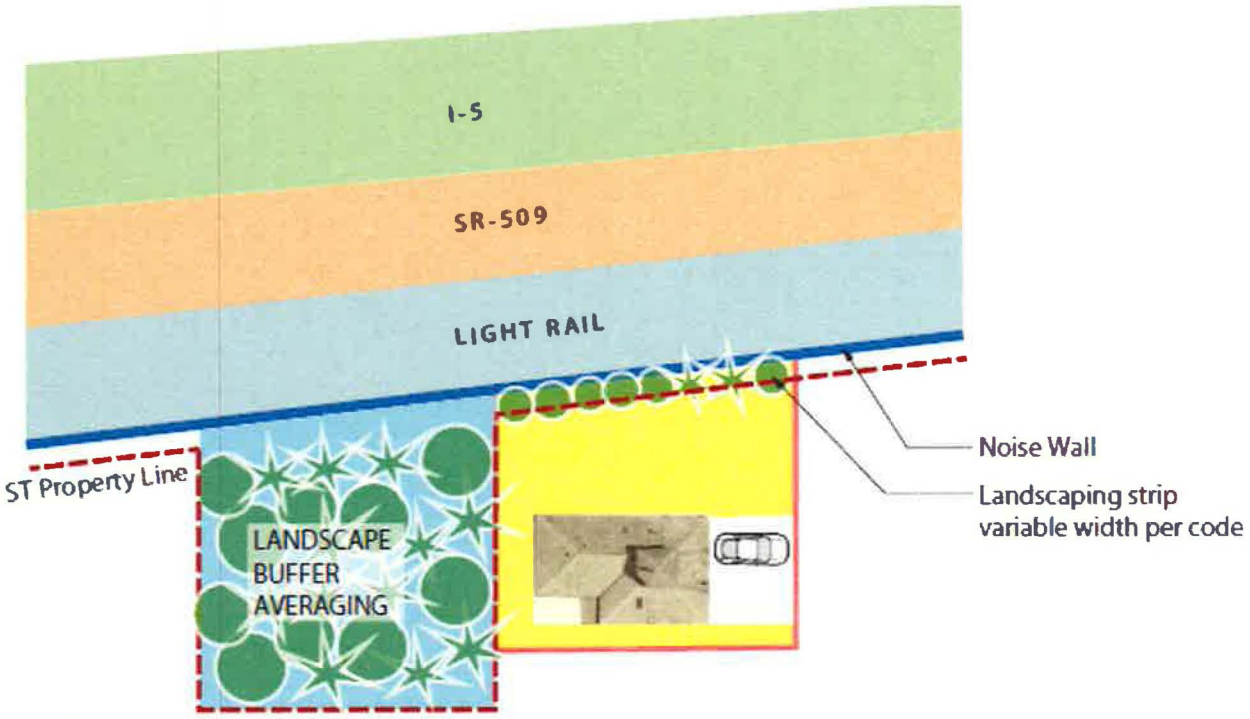
- PARTIAL PARCEL ACQUISITION
- 25' WIDE LANDSCAPING STRIP WITH BERM WITHIN THE PARCEL AREA ACQUIRED

PRIVATE PROPERTY PARCEL EXTENTS

AREA OF PARCEL REQUIRED TO BE ACQUIRED TO MEET CODE REQUIREMENTS

739

Proposed Revisions to Code



PER PROPOSED ORDINANCE:

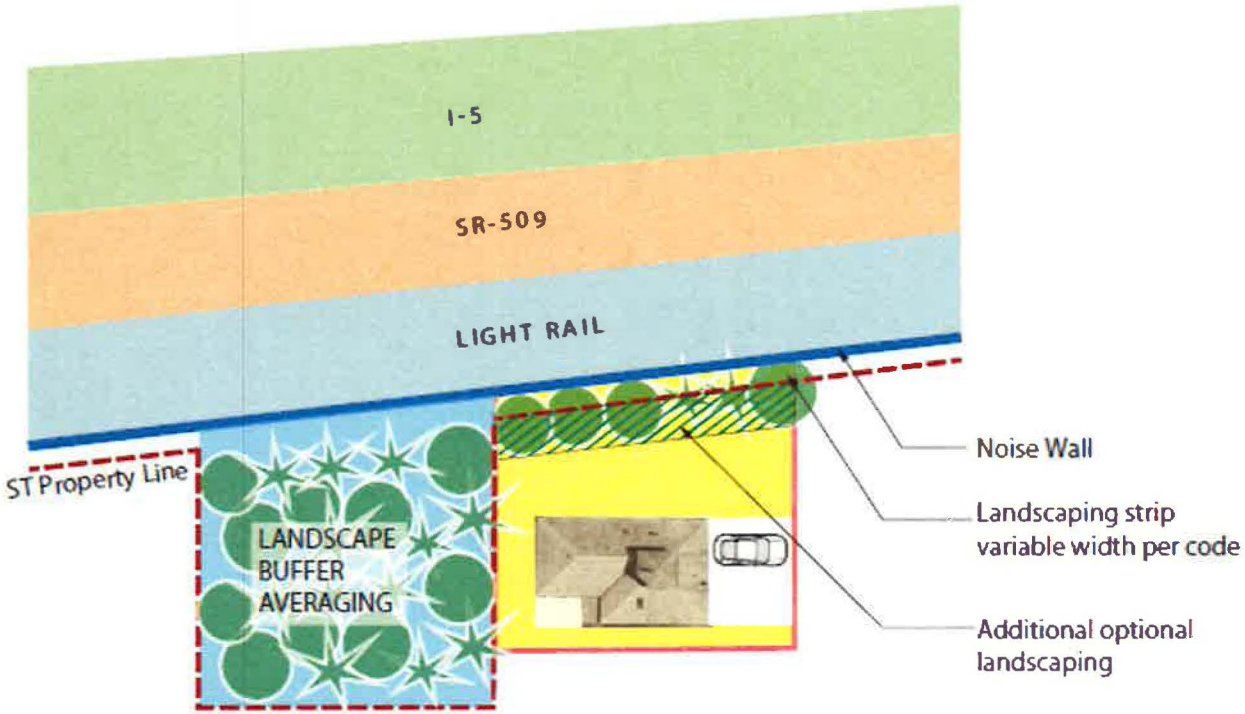
- REDUCED PARCEL ACQUISITION REQUIRED
- LANDSCAPING STRIP AND LANDSCAPE BUFFER AVERAGING PROVIDED PER CODE

PRIVATE PROPERTY PARCEL EXTENTS

PARCEL TO BE ACQUIRED BY SOUND TRANSIT FOR PROJECT REQUIREMENTS

740

Proposed Revision to Code with Additional Landscaping



PER PROPOSED ORDINANCE (with additional optional landscaping):

- REDUCED PARCEL ACQUISITION REQUIRED
- LANDSCAPING STRIP AND LANDSCAPE BUFFER AVERAGING PROVIDED PER CODE
- ADDITIONAL OPTIONAL LANDSCAPING

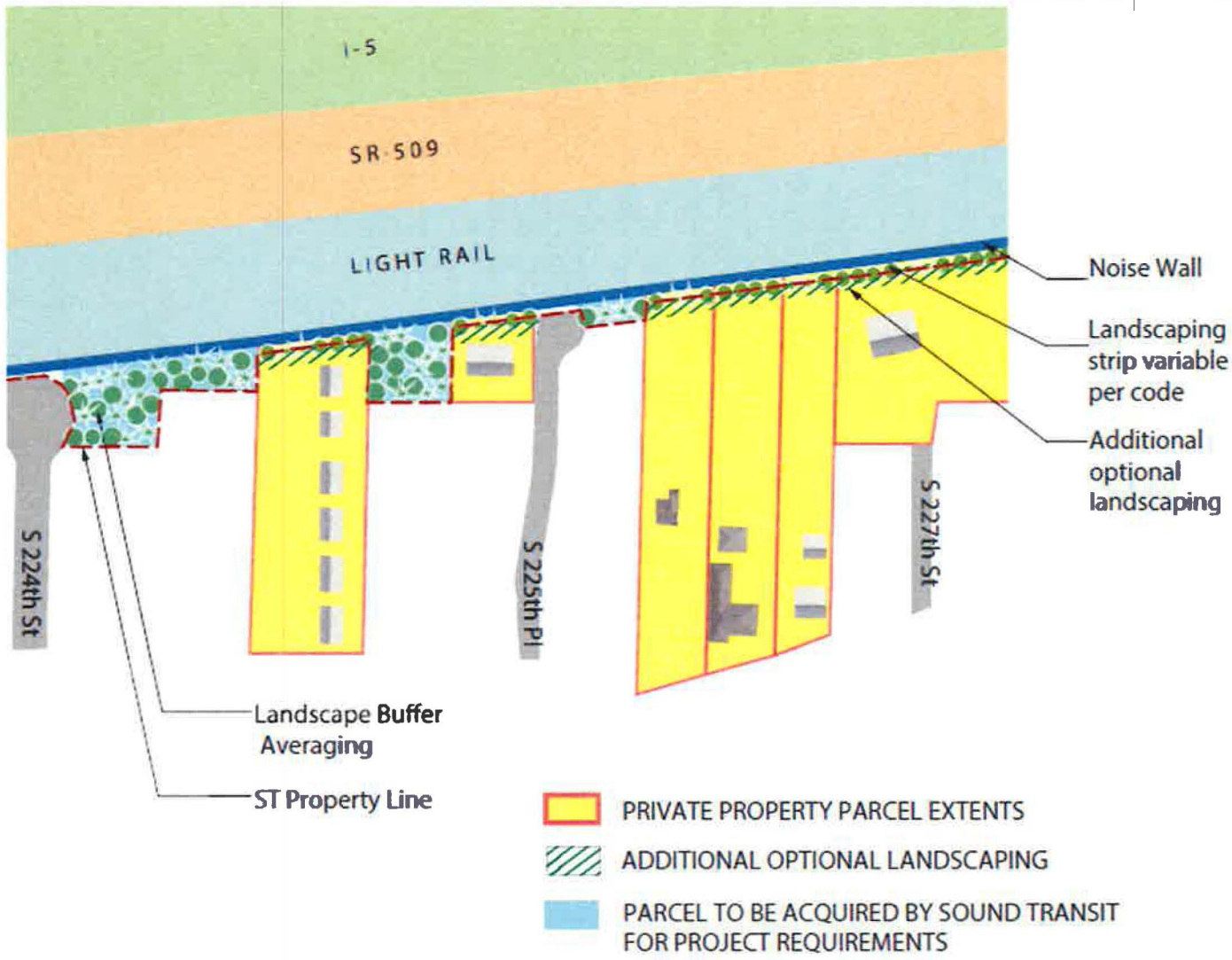
PRIVATE PROPERTY PARCEL EXTENTS

ADDITIONAL OPTIONAL LANDSCAPING

PARCEL TO BE ACQUIRED BY SOUND TRANSIT FOR PROJECT REQUIREMENTS

741

Application of Revised to Pacific Ridge



742

Next steps on FWLE design

- City staff will be working with ST to complete the following over the next 8 months:
  - Franchise agreement (referred to as a Transit Way Agreement) for construction, operation and maintenance of FWLE through Des Moines.
  - Design/Builder request for proposals establishing design and construction standards and requirements.
  - Development Agreement incorporating the design and construction standards and permitting process that ST's selected design build contractor will be required to follow when that selected contractor selection begins the design in 2019.

743

Suggested Motions

- **Motion 1:** "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 17- 073 on first reading."

- **Motion 2:** "I move to enact Draft Ordinance No. 17-073 relating to City land use and development regulations, and amending chapters 18.15, 18.190 and 18.195 DMMC to minimize the impact on property owners and tenants affected by the project design and right of way acquisition by Sound Transit for the Federal Way Link Extension through Des Moines, a regional essential public transportation facility."

744

Draft Ordinance 17-140 renaming South 236th Lane to College Way

DES MOINES CITY COUNCIL

DECEMBER 7, 2017

PRESENTED BY

R. BRANDON CARVER, P.E., P.T.O.E.

PUBLIC WORKS DIRECTOR

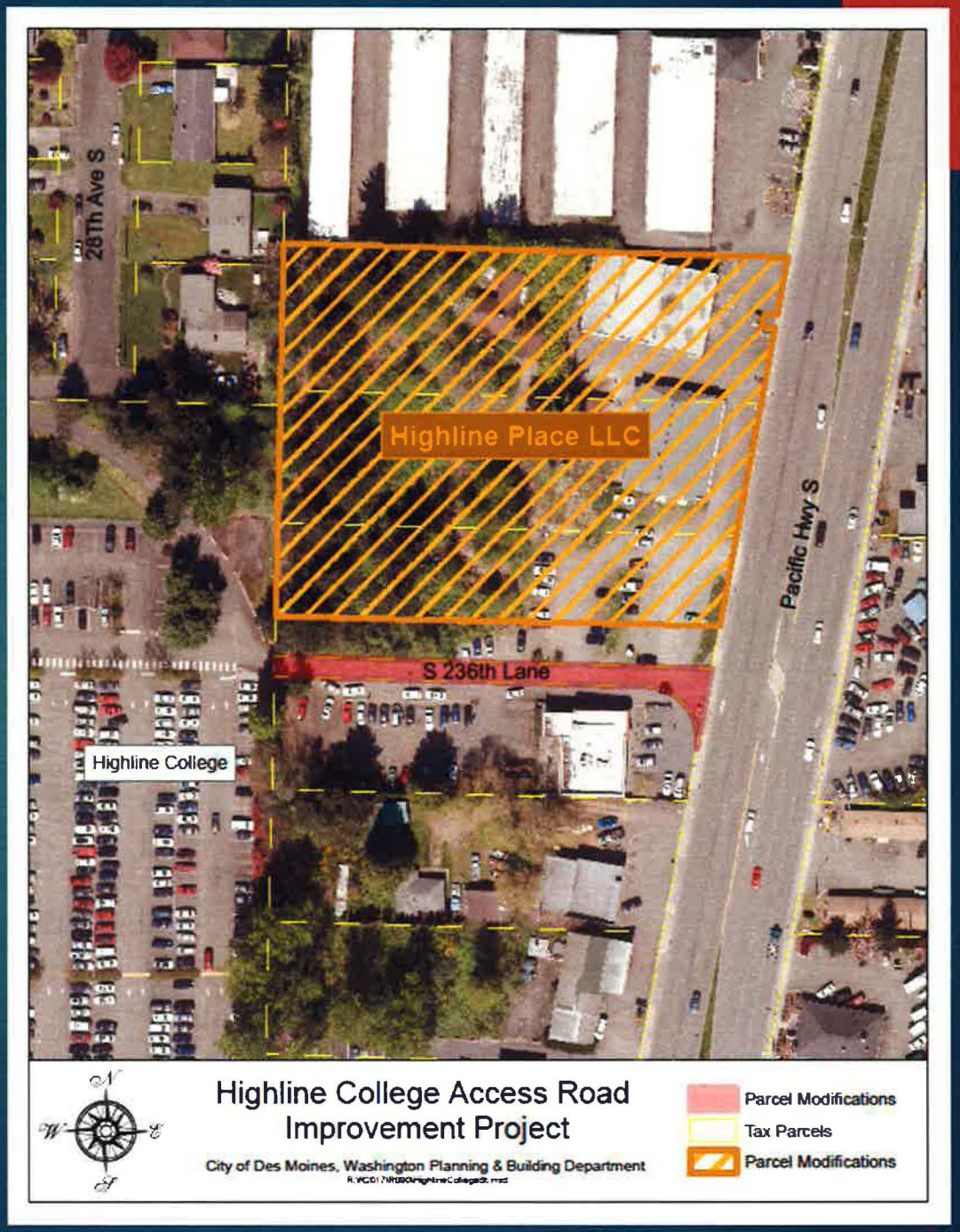
745

Background

- South 236th Lane is currently a one-way roadway (westbound only) that connects from SR-99(Pacific Hwy) to the west right-of-way limit border with Highline College.
- No properties currently address from this roadway
- Along the north side of 236th Lane is the Highline Place Development
- Along the south, a retail parcel (currently Baskin Robbins and a sushi/teriyaki establishment). Parcel has been identified as an acquisition parcel by Sound Transit.

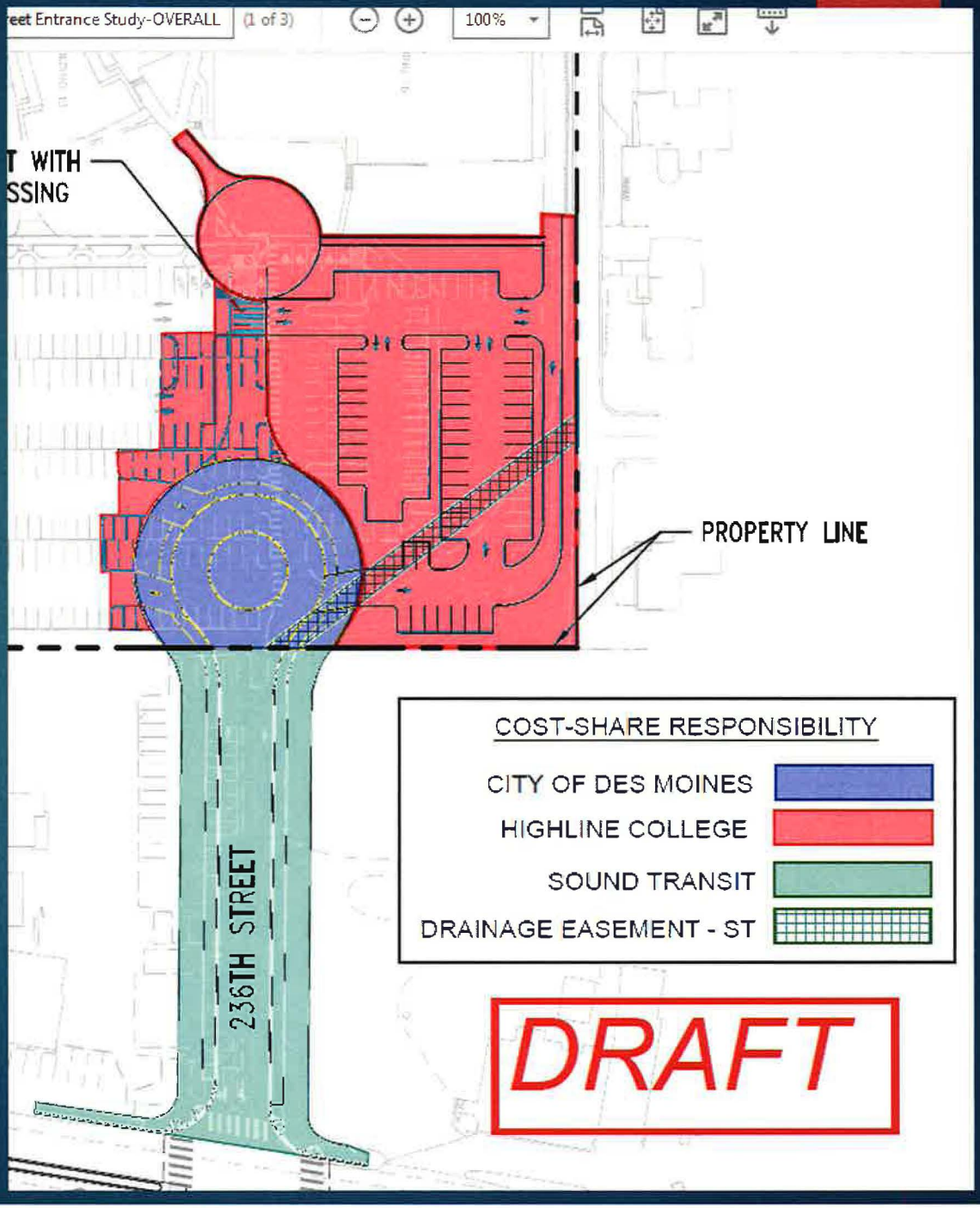
746

South 236th Lane



747

Sound Transit Planned Improvements



748

Discussion

- As a result of street name confusion between South 236th St and South 236th Lane, as well as the significant planned roadway improvements, City staff reached out to Highline College regarding their opinion on a potential street name change.

- On November 3rd, City staff received a letter (Attachment 2), requesting re-naming South 236th Lane to College Way.

HIGHLINE COLLEGE

November 2, 2017

TO: Mayor Pina and the Des Moines City Council

FROM: Jeff Wagnitz, Interim President
Highline College

RE: Renaming South 236th Lane

Opportunity: With the future development of the area surrounding South 236th Lane by Highline Place LLC and Sound Transit, there is an opportunity to transform the area.

Street names give character and life to the space they occupy, often serving as markers for an area. Names can transform a location into a place, and distinguish the street as a well-defined urban element. Seeing the words "College" on this strip of Pacific Highway South conjures up a different, more positive image than some held currently.

Conveniently, with no physical properties currently associated with this section of roadway, renaming the street would not require a change of address for residents, and no petition required.

Recommendation: College Way or College Drive

We avoided adding Highline to the name for two reasons: (1) Des Moines Memorial Drive was originally known as "High Line Road", and (2) adding Highline to the name would increase the number of characters may reduce the readability of the sign. Also, we avoided the use of "South" in the name, as not to suggest this was connected to South Seattle College.

Rationale: A choice of College Way or College Drive is consistent with common street naming practices, which include naming streets for nearby landmarks or naming streets for the place to which they lead. Currently, people unfamiliar with the area have no idea there is an institution of higher education just off Pacific Highway.

Way and Drive are appropriate names and typically given to a small roads (https://en.wikipedia.org/wiki/Street_or_road_name).

749

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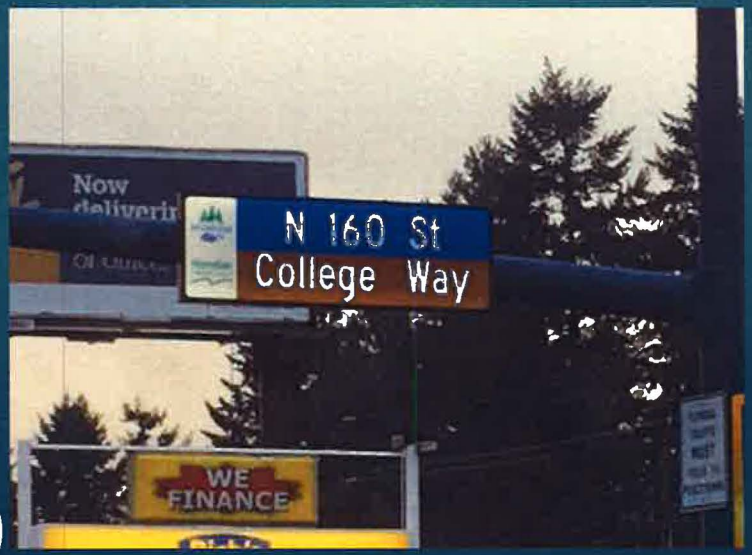

North 160th Street @ SR-99 (Shoreline CC)

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750

750

DMMC 12.50.070

Council redesignation

- Majority (50%+) of property owners in agreement
  - – N/A, although supported by Highline Place Development
- Council to consider development characteristics relative to the street, and the impact of the change on existing businesses…
  - – Supported by Highline Place Development and Highline College
- Distinct major portion of street
  - – entire street of South 236th Lane being considered
- Council adoption via ordinance

751

Suggested Motions

Motion 1

"I move to suspend rule 26(a) in order to enact Draft Ordinance No. 17-140 on First Reading."

Motion 2

"I move to enact Draft Ordinance No. 17-140 renaming South 236th Lane to College Way effective on January 15th, 2018."

752

City of Des Moines

ADMINISTRATION
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.: (206) 824-6024 FAX: (206) 870-6540

December 5, 2017

Dr. Jeff Wagnitz
Interim President
Highline College
2400 240th Street
Des Moines, WA 98198-2714

Dear Dr. Wagnitz,

On behalf of the City of Des Moines, I enthusiastically endorse Highline College's application to the State Board of Community and Technical Colleges (SBCTC) for funding to renovate and replace current campus buildings to create an enhanced and inclusive Student Services building.

Des Moines is the home of Highline College and by supporting this proposal the SBCTC supports both the college and the City of Des Moines. We look at the college as a key partner integral to the long range and strategic planning that is occurring in the city. As the college works to implement its own facilities master plan, we are honored to be partnering on the creation of a new "front door" to the college by providing substantial support to the development of a new entrance way that will lead directly to the new Student Services building. To further support this project, on December 7, 2017 The Des Moines City Council approved a motion to rename the street that will lead to the new building and serve as the main entryway to the campus. It is now called *College Way.* This change is both logical and symbolic as the new name emphasizes that the path to success through education starts in Highline College's new student services facility.

As is the case for all businesses operating in Des Moines, leadership of the city is pledged to assisting in Highline's growth and success. Highline College is turning out next-generation employees trained in high-tech, manufacturing, medical, biotech, and hospitality industries. Ease of access is key to getting a student in the door. In the proposed new/renovated Student Services building all students will be able to begin their post-secondary educations at the same location, under one roof. They will have immediate access to application/program guidance, enrollment, counseling, financial aid assistance and more. This will serve to reduce some of the stress on those who are the first in their family to attend college, who are new to the country, or are current high school students getting a jump on their advancement to a four year degree.

Dr. Jeff Wagnitz
Page Two
December 5, 2017

Getting our students enrolled and keeping them enrolled to completion is critical to the success of not only the college, but of the City of Des Moines and state as well. The new comprehensive and inclusive Student Services building will go a long way to accomplishing this goal.

The City of Des Moines strongly supports this application and encourages the support of the SBCTC.

Sincerely,

Matt Pina
Mayor

/bsw

North Marina Parking Lot Bulkhead and Restroom Replacement

DECEMBER 7TH, 2017
CITY OF DES MOINES

CONSULTANT DESIGN CONTRACT BRIEFING

755

NORTH MARINA PARKING LOT
BULKHEAD AND RESTROOM REPLACEMENT

- BACKGROUND
  - Bulkhead for the North Lot Completed 1979
    - Timber waler, timber piling, timber lagging, and deadman anchoring systems
    - Rock slope protection
  - Restrooms Completed 1980
    - Brick walls, cast in-place roof, and limited appurtenances
  - Emergency Management
    - City and Regional Authorities identify the Marina as a strategic asset in emergency planning and operations
    - Proximity to SeaTac Airport and I-5 Corridor
    - Land-Water-Air Support Servcies

756

NORTH MARINA PARKING LOT
BULKHEAD AND RESTROOM REPLACEMENT

- EXISTING FACILITY CONDITION
  - Bulkhead & Breakwater
    - Timber elements exhibit severe degradation and failure
    - Deadman anchors no longer constrained by timber walers

757

NORTH MARINA PARKING LOT
BULKHEAD AND RESTROOM REPLACEMENT

- EXISTING FACILITY CONDITION
  - Restroom
    - Limited capacity
    - Ongoing repairs and limited access to utilities

758

NORTH MARINA PARKING LOT BULKHEAD AND RESTROOM REPLACEMENT

- DETERMINATION
  - Consultant services required for design and permitting
- REQUEST FOR PROPOSALS (RFP)
  - Issued August 24th; Deadline for submittals September 14th
  - 7 Proposals received
- CONSULTANT SELECTION
  - City selection committee (5 Reviewers) rated all Proposals
    - Exeltech Consulting – 95 pts
    - Moffat & Nichol – 93.6 pts
    - KPFF Consulting – 87.2 pts
    - PND Engineers – 84 pts
    - Berger ABAM – 79 pts
    - Harbor Consulting Engineers – 75.8 pts
    - Reid Middletion – 34.3 pts

759

NORTH MARINA PARKING LOT BULKHEAD AND RESTROOM REPLACEMENT

- CONSULTANT DESIGN SCOPE OF WORK
  - Preliminary Engineering
    - Survey, Geotechnical Engineering, Coastal Engineering, Landscape Architecture, Architecture
  - Bulkhead & Breakwater Alternative Analysis
    - Coastal & Structural Engineering
  - Environmental Permitting – Not to preclude future Federal Dollars
    - NEPA, SEPA, USACE, WDFW, WDNR, WDOE, City
  - Final Design
    - Bulkhead, Breakwater, Restroom, Pedestrian Facilities, Parking Lot
  - Optional – Optimization of Seismic Design
  - Planning for the future – Design not to preclude future boat moorage adjacent to the west bulkhead and new breakwater

760

NORTH MARINA PARKING LOT
BULKHEAD AND RESTROOM REPLACEMENT

- CONSULTANT DESIGN SCOPE OF WORK

761

NORTH MARINA PARKING LOT BULKHEAD AND RESTROOM REPLACEMENT

- QUESTIONS ?
- City Staff recommends adoption of the motion.

SUGGESTED MOTION

"I move to approve the Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement with Exeltech Consulting for the North Marina Parking Lot Bulkhead and Restroom Replacement project in the amount of $1,388,233.56, and further authorize the City Manager to sign said Consultant Agreement substantially in the form as submitted."

762

CITY COUNCIL

PUBLIC HEARING Speaker Sign-Up Sheet

DRAFT ORDINANCE NO. 17-140; RENAMING SOUTH 236TH LANE TO COLLEGE WAY

December 7, 2017

NAME (PLEASE PRINT)	ADDRESS	PHONE/E-MAIL ADDRESS
Michael Phan, VP	Highline College	Support of Renaming
?		

CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

December 7, 2017

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
✓ ALENA ROGERS	21525 30TH AVES #1 DES MOINES 98198	~~DEVELOPMENT~~, VEGETATION & HEALTH	ROGERS.ALENA@GMAIL.COM
✓ JC HARRIS	[illegible]	[illegible]	

CITY COUNCIL

PUBLIC HEARING Speaker Sign-Up Sheet

DRAFT ORDINANCE NO. 17-111 RELATING TO THE ENVIRONMENT CODE ESTABLISHING AN OFF-SITE MITIGATION AND FEES PAID IN LIEU PROGRAM AND AMENDING CHAPTER 16.25, AND ESTABLISHING AN ASSOCIATED URBAN FORESTRY FUND IN CHAPTER 3.51.

December 7, 2017

NAME (PLEASE PRINT)	ADDRESS	PHONE/E-MAIL ADDRESS

Alone

CITY COUNCIL

PUBLIC HEARING Speaker Sign-Up Sheet

DRAFT ORDINANCE NO. 17-073; LANDSCAPE FOR ESSENTIAL PUBLIC TRANSPORTATION FACILITIES

December 7, 2017

NAME (PLEASE PRINT)	ADDRESS	PHONE/E-MAIL ADDRESS

None