

# Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Does this Require DES filing?  Yes  No

Firm/Organization Legal Name (do not use dba's): KPG, P.S.	
Address 2502 Jefferson Avenue, Tacoma Wa 98402	Federal Aid Number STPUS-5343(002)
UBI Number 601-248-468	Federal TIN 91-1477622
Execution Date	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Fones Road Improvements Project Design Services	
Description of Work Design services for the Fones Road Improvements Project. See Exhibit A - Scope of Work.	
<input checked="" type="checkbox"/> Yes 4.0 % <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes % <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$1,392,076.00

## Index of Exhibits

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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 Olympia 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. 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 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.

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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 absence of a mandatory UDBE, the Consultant shall continue their outreach efforts to provide SBE firms maximum practicable opportunities.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the [wsdot.diversitycompliance.com](http://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: Jim Rioux  
Agency: City of Olympia Public Works  
Address: PO Box 1967  
City: Olympia State: WA Zip: 98507  
Email: [jrioux@ci.olympia.wa.us](mailto:jrioux@ci.olympia.wa.us)  
Phone: 360.753.8484  
Facsimile:

**If to CONSULTANT:**

Name: Terry Wright, P.E.  
Agency: KPG, P.S.  
Address: 2502 Jefferson Avenue  
City: Tacoma State: WA Zip: 98402  
Email: [terry@kpg.com](mailto:terry@kpg.com)  
Phone: 253.627.0720  
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.

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## 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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

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- B. **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. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT'S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card 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 these SERVICES. 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.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum 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.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **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 SERVICES under this AGREEMENT, contingent 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. Per the WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," 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.

- F. **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.

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## **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 Task Order unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and 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.

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## 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 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 in accordance with the termination for other than default clauses listed previously.

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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), 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

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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/or 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 the AGENCY, its agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or the 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, its 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's 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, 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 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.

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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: Tiffany Cox  
 Agency: City of Olympia Public Works  
 Address: PO Box 1967  
 City: Olympia State: WA Zip: 98507  
 Email: tcox@ci.olympia.wa.us  
 Phone: 360.753.8062  
 Facsimile: N/A

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 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.

Agreement Number:

### **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.

Agreement Number:

## **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.

Agreement Number:

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.

## **XIX. 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, scribbings, 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.

Agreement Number:

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.*

APPROVED AS TO FORM:

DocuSigned by:  
*Michael M. Young*  
EA9A0505053F40D...

\_\_\_\_\_  
Signature

Agreement Number:

# ***Exhibit A Scope of Work***

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Federal Aid No.

See attached Exhibit A - Scope of Work and Labor Estimates.

Agreement Number:

## ***EXHIBIT A – Scope of Work and Labor Estimate***

### **Fones Road Final Design Pacific Avenue South to 18<sup>th</sup> Avenue SE KPG, P.S.**

**February 26, 2020**

#### **A. Project Description / Background**

The Fones Road SE corridor is an important travel corridor connecting southeast Olympia to Interstate 5 and to downtown Olympia via Pacific Avenue SE. It is approximately two-thirds of a mile long, extending between Pacific Avenue SE and 18th Avenue SE. The City of Olympia (City) envisions Fones Road SE as including a non-motorized (bicycle and pedestrian) corridor, serving a wide range of users and land uses. The City intends to create a corridor that follows Complete Streets principles where the needs of non-motorized and vehicular travel *are* balanced to maximize mobility of all users.

The major features of the project are as follows:

- Modification of channelization at the north end of Fones Road to improve safety and traffic flow
- Safety improvements at the Woodland Trail intersection
- A compact roundabout at the entrance of a major retail outlet store
- Separated bike lanes throughout the project
- Modification of the stormwater systems
- Replacement of the existing 12-inch water main
- Undergrounding overhead electrical and communication utilities
- Environmental documentation and preparation of permit applications
- Right-of-Way services will be under a separate contract directly with the City.

Construction services are not included in this agreement and may be scope under a future supplemental agreement.

This project has federal funds and must be produced in conformance with the LAG Manual for Federal Funds.

#### **B. Assumptions**

The following assumptions were identified to provide direction to the final design:

- Topographic base map will be provided by the City.
- Additional survey pick-ups will be performed by KPG with the understanding that ownership of the revised topographic survey will be KPG.
- Plans will be prepared using KPG CADD standards.
- Design files will utilize 2018 CADD and 2018 C3D
- Property negotiations or acquisitions is not anticipated in this phase of the contract. Right-of-way (ROW) acquisition will be performed as a separate contract through the City and their selected ROW Consultant.
- The City shall obtain all title reports, perform boundary research, and prepare ROW plans which may be included in the next phase of the contract.
- The City shall prepare legal descriptions and exhibits.

## ***EXHIBIT A – Scope of Work and Labor Estimate***

### **C. City of Provided Items**

The City will provide/prepare the following:

- Submittal reviews, comments, and approvals (1 to 2 sets of comments per submittal)
- Public notices and property owner mailing and postage, with KPG assistance
- Meeting room arrangements
- GIS data on existing utilities and other available information
- City boiler plate for most current City GSPs.

### **D. Deliverables**

Deliverables prepared by the Consultant are identified at the end of each task.

### **E. Scope of Work**

#### **Task 1 – Project Management / Coordination / Administration**

- 1.1 The Consultant shall provide continuous management for the duration of the project (estimate 18 months).
- 1.2 The Consultant shall prepare monthly progress reports identifying work completed in the previous month, work in progress, upcoming work elements, and reporting of any delays, problems, or additional information needs. These reports must be submitted with the Consultant invoices.
- 1.3 The Consultant shall conduct regular project team meetings with internal staff and attend meetings with other Subconsultants.
- 1.4 The Consultant shall provide the project schedule and overall schedule updates as the project progresses through preliminary design (estimate 2 updates).
- 1.5 The Consultant shall provide internal quality assurance/quality control (QA/QC) reviews of all work products prior to submittal for City review. See attached worksheets for examples of PS&E QA/QC review.

#### **Task 1 Deliverables**

- Monthly progress reports (18 months)
- Project schedule (2 updates)
- Project meeting notes

#### **Task 2 – Field Survey and Base Mapping**

2.1 Additional Surveying will be completed to incorporate changes outside of proposed project footprint or for utility locates/pothole pick-ups for Fones Road as identified below (estimate 4 working days):

- At sites of potential utility conflicts with new structures and utilities

## ***EXHIBIT A – Scope of Work and Labor Estimate***

- To locate horizontal utility pothole locations
- 2.2 The Consultant shall prepare a digital terrain model (DTM) within the project limits based on any supplemental survey pickups. Vertical datum will be the adopted City standard of NVGD88.
- 2.3 The Consultant shall field verify the base map for accuracy.
- 2.4 The Consultant shall hire a potholing subconsultant to complete potholing to identify potential utility conflicts at new utility crossings and illumination pole foundations. The Consultant shall prepare a potholing plan to identify potential utility conflicts prior to the 90% design level. A design allowance of \$10,000.00 is included for potholing of existing utilities to determine actual depth. Pothole locations must be submitted to the City for approval prior to proceeding with the work. The Consultant shall also work with Utilities to accurately locate underground utilities.

### **Task 2 Deliverables**

- Topographic base map with DTM
- Pothole plan and utility depth information (assume 10 potholes)

### **Task 3 – Geotechnical Exploration**

- 3.1 The Consultant shall support HWA GeoSciences for geotechnical exploration activities and provide CAD maps and field visits (estimate 2). The following geotechnical items will be performed by HWA GeoSciences:
- Field exploration will consist of advancing borings to characterize soil and groundwater conditions to support design of retaining walls, new utility lines and possible detention vault, pavements, and signal pole foundations. A series of 8 boreholes will be completed to depths of about 15 to 20 feet below existing site grades to characterize subsurface soil and groundwater conditions for the proposed retaining walls, new utility lines and possible detention vault, pavements, and signal pole foundations.
  - The borings will be completed by a UDBE drilling contractor under subcontract to HWA Geosciences. Boring locations will be marked in the field and the subconsultant will arrange for underground utility location (“call before you dig”) prior to drilling and we will subcontract a private utility locator to identify utility locations at boring locations not in the City’s right-of-way.
  - Geotechnical engineering conclusions and recommendations will be documented in accordance with WSDOT Standard Specifications for design and construction of the proposed roadway improvements, including:
    - Structural earth walls (SEW) and modular block retaining walls: reinforcing type, length and vertical spacing (SEW only), foundation support requirements, lateral earth pressures, and wall backfill and drainage recommendations.
    - Earthwork: temporary and permanent slope configurations, suitability of onsite

## ***EXHIBIT A – Scope of Work and Labor Estimate***

soil for reuse as structural fill, import fill criteria, fill placement criteria, and pavement subgrade preparation.

- Utilities: excavation and retention; soil parameters for contractor design of temporary shoring; pipe foundation support, pipe bedding and initial backfill materials; suitability of excavated soil for use as trench backfill; backfill compaction criteria; foundation support and lateral earth pressure for design of below-grade vaults; vertical loads on pipe and buried structures; uplift resistance; passive soil resistance and ultimate soil/concrete foundation friction for resistance to lateral loads.
  - Detention Vault: foundation support of the structure including allowable soil bearing capacity, minimum footing width and depth, lateral resistance criteria, and settlement estimates. Lateral earth pressures for below grade walls will also be provided.
  - Short term infiltration rates: Provide short term infiltration rates for permeable pavements and biofiltration. The infiltration rates will be estimated based on grain size analyses of soils.
  - Signal pole foundations based on WSDOT standard design procedures.
  - Pavement: new pavement thickness per AASHTO 1993 design procedures.
- 3.2 Field explorations, engineering analyses, and geotechnical engineering conclusions and recommendations will be summarized in a Draft Geotechnical Report for review by the City and the project team. The Consultant shall support HWA GeoSciences with exhibits, PDFs, and CAD files.
- 3.3 The Consultant shall support HWA GeoSciences in addressing the Draft comments and submit a signed and sealed Final Geotechnical Report.

### **Task 3 Deliverables**

- Draft Geotechnical Report (2 hard copies, 1 PDF)
- Final Stamped and Signed Geotechnical Report (2 hard copies, 1 PDF)

### **Task 4 – Environmental Documentation**

- 4.1 The Consultant shall support GeoEngineers in the *Baseline Studies & Environmental Permitting Assessment*.
- Coordinate with other members of the design team to identify project schedule and environmental conditions that may affect project design.
  - Support GeoEngineers in a complete a review of environmental documentation and permit requirements, including municipal code compliance requirements. GeoEngineers will review will include requirements for SEPA, NEPA, Critical Areas, Aquifer Protection Zones, NDPES and other local, state and federal permits. Identify jurisdictional extent of agencies, permit application requirements and potential agency review timelines that will help define

## ***EXHIBIT A – Scope of Work and Labor Estimate***

the need and schedule for specific permit authorizations. Identify potential studies or documentation required by the City of Olympia Municipal Code.

- Support GeoEngineers in a site reconnaissance and documenting critical areas features present on or adjacent to the project site. GeoEngineers will review will include critical areas features potentially observable at the site, including potential wetlands, waterbodies, and fish and wildlife habitat areas. Wetlands and waterbodies, if present, will be delineated in the field for subsequent survey onto site plans. Develop a Critical Areas Report addressing wetlands, water bodies, and fish and wildlife habitat conservation areas to document compliance with City of Olympia code.
- GeoEngineers will develop a Permitting Matrix and Memorandum. Prepare a permit matrix and memorandum that identifies potential permit requirements, potential permit timelines and summarizes potential key local, state, and federal regulations surrounding the natural resource permitting process for the proposed conceptual project alternatives.

### 4.2 The Consultant shall support GeoEngineers in the preparation of *NEPA Documentation*.

- GeoEngineers will attend a NEPA kickoff meeting with WSDOT and the City either on-site or at agency offices. The purposes of this meeting will be to: confirm the NEPA assumptions developed in this scope of work; identify any deviations to these assumptions based on WSDOT input; identify the impact on schedule and budget, if any, of WSDOT's changes to scope; and to provide WSDOT an early opportunity to review and understand the project, with the goal of promoting timely NEPA approval.
- Coordinate with design team and specialist subconsultants in support of documenting NEPA impacts. This includes establishing and managing a subcontract with a noise specialist, as well as routine coordination with the noise specialist and cultural resource specialist.
- GeoEngineers will prepare the project's Area of Potential Effects (APE) Request to WSDOT and the Department of Archaeological and Historic Preservation (DAHP) in support of a Cultural Resources Survey (CRS) Report developed by a Cultural Resources specialist under separate subcontract. The APE will be developed based on available project information and will include a map representation and narrative description of the limits of all land areas that may be directly affected by project construction.
- GeoEngineers will prepare a Biological Assessment (BA) addressing species and critical habitats listed under the federal Endangered Species Act (ESA). The BA will comply with WSDOT standards and will be prepared by qualified WSDOT BA authors.
- GeoEngineers will prepare a WSDOT NEPA Categorical Exclusion (CE) form and associated submittal package using available project information and the results of our baseline assessment completed during the previous project phase. The NEPA CE submittal package will include appropriate attachments with additional information needed to address NEPA topics, as identified in the assumptions below.

### **Task 4 Assumptions**

### ***EXHIBIT A – Scope of Work and Labor Estimate***

- KPG or the City will obtain right of entry to properties adjacent to the road right-of-way to the extent needed to complete baseline studies.
- Mitigation for project impacts to wetlands, waterbodies, or other fish and wildlife habitats is not addressed in this scope at this time. Based on current project information, it appears that habitat mitigation is unlikely to be needed. If needed, a mitigation plan can be prepared under contract addendum.
- It is assumed at this time that the project will not require permitting from the U.S. Army Corps of Engineers or Washington Department of Fish and wildlife. If impacts to wetlands or waterbodies are identified, additional permitting may be required.
- A Categorical Exclusion (CE) is the appropriate NEPA classification, and an Environmental Impact Statement (EIS) or Environmental Assessment (EA) will not be required. The WSDOT CE form will be used to document NEPA compliance.
- The following NEPA CE topics may require supporting documentation: critical and sensitive areas; wetlands; cultural resources; hazardous and problem waste; Endangered Species Act; noise; Section 4(f) park resources; environmental justice and social effects.
  - Critical and sensitive areas and wetlands will be addressed in the Critical Areas Report. It is assumed that mitigation will not be required.
  - A Cultural Resources Survey will be prepared under separate subcontract and is not included in this scope.
  - A Phase 1 Environmental Assessment and applicable discipline report suitable for NEPA submission will be prepared under separate subcontract and is not included in this scope.
  - A BA may be required to document ESA compliance.
  - A noise discipline report will be prepared by a noise specialist under subcontract to GeoEngineers in support of the NEPA submittal.
  - The project will not exceed a *de minimus* impact on Section 4(f) resources (parks). Documentation of the *de minimus* impact, including a letter of support from the park manager and public involvement process, will be provided to GeoEngineers by KPG and/or the City for inclusion in the NEPA package.
  - Environmental Justice will be demonstrated as “no impact to protected populations”. The WSDOT Community and Social Effects Matrix will be used to document this and will be supported with community demographic data. It is assumed an environmental justice evaluation of the project will not be required.
- The following NEPA CE topics are assumed to require minimal review and documentation on the CE form: air quality; sole source aquifer areas; wildlife, rare plants and habitats not addressed by ESA; floodplains and floodways; agricultural lands; rivers, streams and tidal waters; water quality/storm water; and previous environmental commitments. Additional supporting documentation related to these topics is not included in this task.
  - The project will not require regional-level Air Quality analysis because it is identified on the Statewide Transportation Improvement Plan (STIP) and will not require project-level conformity analysis because, though located within a maintenance area for air pollution, the maintenance period ends during 2020 prior to construction and WSDOT has indicated

## ***EXHIBIT A – Scope of Work and Labor Estimate***

air quality analysis is therefore not required.

- The project is not within a sole source aquifer area, floodplain/floodway, or agricultural lands. There are no wildlife, rare plants, or other habitats not addressed by ESA, nor streams or tidal waters within the project area.
- The project will comply with the Washington State or equivalent stormwater design manual.

- 4.3 The Consultant shall support HWA GeoSciences in conducting and preparing a Phase 1 Environmental Site Assessment (ESA).

The Phase I ESA tasks will be conducted as follows:

- Phase I ESA conducted in accordance with the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process, E 1527-13 (as applied in the State of Washington). The Phase I ESA will include a review of historical and regulatory information, a site reconnaissance, interviews, and data evaluation and reporting of the City's assessment of the presence of recognized environmental conditions, historical recognized environmental conditions, and controlled recognized environmental conditions in accordance with the ASTM standard. Site reconnaissance will be from public ROW or accessible public properties. HWA GeoSciences will also identify, as appropriate, potential environmental concerns, which are conditions that do not meet the definition for a *recognized environmental condition*, but that warrant recognition by a potential purchaser.

The Phase I ESA will include the following:

- A draft written report presenting the results of the Phase I ESA for City review. The report will identify data gaps in the City's assessment, the City's efforts to fill them, and comments on whether the data gaps are significant and affect the City's overall findings. The report will also include recommendations for further investigation to address any *recognized environmental conditions*, potential environmental concerns, or data gaps, as warranted. A final report incorporating draft comments, as appropriate, must be provided in electronic form (Adobe PDF).

- 4.4 The Consultant shall support Historical Research Associates, Inc., our cultural and historical resources consultant, in the preparation of the project's Area of Potential Effects (APE) Request to WSDOT and the Department of Archaeological and Historic Preservation (DAHP) and a Cultural Resources Survey (CRS) Report addressing NHPA approval. The APE will be developed based on available project information and will include a map representation and narrative description of the limits of all land areas that may be directly affected by project construction. The CRS will include archival research, a field survey, preparation of documentation of findings in the appropriate electronic format required by DAHP, and a CRS Technical Report in accordance with DAHP and WSDOT specifications.

- 4.5 The Consultant shall prepare a draft State Environmental Policy Act (SEPA) checklist to be included in the project files. The City will adopt the NEPA as its SEPA.

### **Task 4 Deliverables**

- Critical Areas Report, Draft and Final (electronic, PDF) submitted at 30%

## ***EXHIBIT A – Scope of Work and Labor Estimate***

- Environmental Permit Matrix (electronic, PDF) submitted at 30%
- Noise Study Discipline Report, Draft and Final (electronic, PDF)
- Area of Potential Effects (APE) Request (electronic, PDF)
- Biological Assessment (BA), Draft and Final (electronic, PDF)
- Draft and Final WSDOT NEPA CE Submittal Package (electronic, PDF)
- Draft and Final Cultural Resource Survey Report (CRS), (2 hard copies, 1 electronic PDF)
- Draft and Final Phase I ESA Technical Memorandum (2 hard copies, 1 electronic, PDF)
- Draft and Final WSDOT NEPA CE Form (electronic, PDF)
- Draft and Final SEPA checklist (electronic, PDF)

### **Task 5 – Agency Coordination (Not Identified in Other Tasks)**

5.1 The Consultant shall coordinate and meet with the following agencies at regular intervals during the project to discuss key issues and track progress (estimate 2 meetings with each agency):

- Emergency Services (Fire and Police Departments)
- Parks Department (for Woodland Trail crossing)

### **Task 6 – Utility Coordination**

6.1 Water: The Consultant shall coordinate with City of Olympia Water Resources to upgrade the parallel water main from Pacific Avenue South to the water valve north of the roundabout at 18<sup>th</sup> Avenue SE, installation of new water meters, water valves and fire hydrant placements within the limits of the project. Estimate 3 meetings.

6.2 Other Franchise Utilities/JUT: The Consultant shall meet and coordinate with the franchise utilities with facilities located within the limits of the project. Coordination will include design coordination of a joint utility trench (JUT), relocation of existing underground facilities, and installation of new facilities. The Consultant shall prepare minutes of all meetings with utility providers documenting decisions and in coordination of the design of underground utilities in the project area. The design of the joint utility trench system is included in Task 10. The Consultant shall attend the following meetings with the utilities:

- 4 meetings with PSE Power
- Four 4 meetings with PSE Gas
- Four 4 meetings each (8 total) with Communications Providers (Comcast and Century Link)

6.3 The City will coordinate one-on-one meetings with property owners to detail private to public connections and include notes and commitments in a project folder posted to eBuilder. The Consultant shall attend one-on-one meetings with the City for utility conversions from private to public system (estimate 10 meetings).

### **Task 6 Deliverables**

- Meeting Minutes
- Pothole plan

## ***EXHIBIT A – Scope of Work and Labor Estimate***

### **Task 7 – Stormwater Management**

- 7.1 The Consultant shall coordinate with the Water Resources Department to discuss water quality and stormwater detention design options and any system upgrades, repairs, or adjustments within the limits of the project.
- 7.2 During the Preliminary Design phase, the Consultant shall identify up to 3 potential alternatives for meeting stormwater management requirements. The stormwater management alternatives analysis must analyze the alternatives identified in the City's Stormwater Management Manual, Volume V Stormwater Treatment BMPs. The Consultant shall perform preliminary calculations for sizing alternatives facilities and prepare conceptual drawings to illustrate each alternative. The Consultant shall prepare planning-level cost estimates for each alternative for use in alternative selection by the City.
- 7.3 The Consultant shall prepare a draft Drainage Report in accordance with the WDOE 2019 Stormwater Management Manual for Western Washington. The design of the stormwater conveyance and management system is included in Task 10.
- 7.4 The Consultant shall prepare a Final Drainage Report by incorporating comments from the Draft Drainage Report.

#### **Task 7 Deliverables**

- Meeting Minutes
- Draft Drainage Report (2 hard copies, 1 electronic PDF) at 30% Design Submittal
- Final Drainage Report (2 hard copies, 1 electronic PDF) at 90% Design Submittal

### **Task 8 – Community Involvement / Public Outreach**

- 8.1 The Consultant shall assist City Staff in providing updates at City Council Meeting.
- 8.2 The Consultant shall prepare presentation materials and attend two Open House Meetings to present the project vision to the Community.
- 8.3 The Consultant shall conduct up to 9 one-on-one meetings with commercial tenants along the project corridor (estimate 9) to present the project vision and discuss turning movements, driveway access, and other potential impacts.
- 8.4 The Consultant shall attend up to 6 meetings with residential or homeowner associations along the corridor to discuss project impacts to the property and property restoration requirements.

#### **Task 8 Deliverables**

- Presentation materials for Council Meeting
- Graphics and presentation boards for Open House Meetings
- Graphics and exhibits for Commercial Property Meetings
- Documentation and/or meeting minutes from Property Owner Meetings

### **Task 9 – Preliminary Design**

- 9.1 The Consultant shall prepare 30% Plans for review and approval by the City. Plans will be formatted

## ***EXHIBIT A – Scope of Work and Labor Estimate***

to provide sufficient horizontal data for City review and confirmation that the project includes all desired elements. City comments will provide the basis for final design in Task 10. City standard details and WSDOT standard plans will be supplemented with project specific details as required. Plan information will include:

- ❑ Drawing index and legend
- ❑ Centerline control information
- ❑ Limits of construction
- ❑ Typical sections and details
- ❑ Site Preparation and Temporary Erosion and Sediment Control (TESC) Plans
- ❑ Roadway Plans and Drainage Layouts (No profile)
- ❑ Water Main Layout (No profile)
- ❑ Sewer Main Layout (no profile)
- ❑ Urban Design Features
- ❑ Channelization Plans
- ❑ Landscape/Restoration Layout Plans
- ❑ Signal Location Plans
- ❑ Illumination Layout Plans

9.2 The Consultant shall develop an integrated urban design plan for streetscape, identify opportunities to enhance future development and existing land uses, identify design elements that preserve/enhance existing properties, opportunities for plazas, open space, wayfinding, and public art, that may also include: special pavement treatments (including intersections), street furniture, kiosks, trash receptacles, street lighting and signal cabinets, specialty lighting, trees and tree grates, curb, gutter, and sidewalks, bike racks, identity elements, LID elements, and other urban design features.

9.3 The Consultant shall prepare a preliminary construction cost estimate in support of the 30% Plans.

### **Task 9 Deliverables**

- 30% Review Submittal: 1 Preliminary Construction Cost Estimate (hard copy and PDF), 2 half-size (11"x17") plan set, half-size (11"x17" PDF) plan set

### **Task 10 – Final Design**

10.1 The Consultant shall prepare 60% Plans for review and approval by the City. Plans must be formatted to provide enough detail for convenient field layout of all proposed utilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required. Plan information will include:

- ❑ Drawing index and legend
- ❑ Centerline control information
- ❑ Limits of construction
- ❑ Typical sections and details
- ❑ Site Preparation and Temporary Erosion and Sediment Control (TESC) Plans
- ❑ Roadway Plans

**EXHIBIT A – Scope of Work and Labor Estimate**

- Roadway and Stormwater profiles
- Roundabout Layout Plan
- Water Main Layout (No profile)
- Sewer Main Layout
- Urban Design Features
- Landscape Plans (Planting Schedule)
- Channelization Plans
- Signal Location Plans
- Illumination Layout Plans
- Joint Utility Trench Plans (if undergrounding design is completed by the utilities)
- Right-of-Way Plans

10.2 The Consultant shall prepare 90% Plans for review and approval by the City. It is anticipated that the final design drawings will include the following:

- 1 Cover Sheet
  - 1 Index, Legend, and Abbreviations
  - 1 Alignment Plan
  - 1 Typical Sections
  - 9 Roadway and Drainage Details
  - 9 Site Preparation & TESC Plans
  - 9 Roadway and Drainage Plan Sheets
  - 9 Roadway and Drainage Profile Sheets
  - 2 Roundabout Layout Plan
  - 2 Roundabout Detail Sheets
  - 4 Intersection Plans
  - 9 Water Main Plan and Profile Sheets
  - 2 Water Detail Sheets
  - 9 Sewer Main Plan and Profile Sheets
  - 2 Sewer Detail Sheets
  - 9 Channelization and Sign Plans
  - 9 Urban Design Plans (Sidewalk Layout Plans)
  - 3 Urban Design Details
  - 9 Landscape Plans
  - 2 Landscape Details
  - 9 Illumination Plans
  - 2 Illumination Details
  - 2 Signal Plan
  - 4 Signal Details
  - 9 Joint Utility Trench Plans (and profiles or crossing details)
  - 2 Joint Utility Trench Details
  - 9 Right-of-Way (ROW) Plans
  - 20 Construction Phasing Plan
- 
- 159 Total Sheets

10.3 The Consultant shall prepare a 100% check set for review by the City.

## ***EXHIBIT A – Scope of Work and Labor Estimate***

- 10.4 The Consultant shall prepare bid documents for advertisement and award by the City.
- 10.5 The Consultant shall prepare 60% (outline only), 90%, 100%, and final specifications for review and approval by the City. Specifications will be based on 2020 WSDOT / APWA standard specifications, using contract boilerplate and general special provisions provided by the City.
- 10.6 The Consultant will calculate quantities and prepare construction cost estimates in support of the 60%, 90%, 100%, and final plans and specifications.

### **Task 10 Deliverables**

- 60% Review Submittal: 1 Construction Cost Estimate (hard copy and PDF), 2 half-size (11"x17") plan set, half-size (11"x17" PDF) plan set, 1 specification outline (hard copy and PDF)
- 90% Review Submittal: 1 Construction Cost Estimate (hard copy and PDF), 2 half-size (11"x17") plan set, half-size (11"x17" PDF) plan set, 2 sets of specifications (hard copy and PDF)
- 100% Check-Set Review: 1 Construction Cost Estimate (hard copy and PDF), 2 half-size (11"x17") plan set, half-size (11"x17" PDF) plan set, 2 sets of specifications (hard copy and PDF)
- Bid Documents: 1 Engineer's Estimate, half-size (11"x17" PDF) plan set, Contract specifications (PDF)
- Bid Document: Half-size PDF to City. City will upload PDFs of Contract Documents to BXWA.com

### **Task 11 – Bid Phase Services**

- 11.1 The Consultant shall aid during Fones Road bidding process, including responding to bidders' questions, providing clarifications, and preparing a written record of the bidder's questions and telephone conversations.
- 11.2 The Consultant shall prepare up to 3 addenda for the project as required.

### **Task 11 Deliverables**

- Addenda (estimate 3)

### **Contingency - Right-of-Way Plans and Services**

- CA1 The Consultant shall support and assist the City's ROW Consultant with the preparation of high level property exhibits to be used when talking to property owners.

### **Contingency Deliverables:**

- Property exhibits (8.5" x 11") (approx. 30)

### **Optional Services**

The City may require additional services from the Consultant. The scope of these services will be determined based on the unanticipated project needs or other considerations at the sole discretion of the City. This work may include items identified in the current task authorizations as well as other items, which may include, but are not necessarily limited to the following:

- Additional Topographic Survey Services
- ROW Plans and Services

***EXHIBIT A – Scope of Work and Labor Estimate***

- Construction Services and Administration

These services will be authorized by the City under management reserve. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

Client City of Olympia  
 Project Fones Road Final Design  
 KPG PROJECT NUMBER: 19066  
 DATE: 4/1/2020

Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Fee Estimate by Task	
		Principal	Engineering Mgr	Sr. Engineer	Urban Design Mgr	Project Engineer	Project Land. Arch.	Design Engineer	Sr. Admin	Engineering Technician	Survey Crew II	Office Admin	Hours	Fee
			Sr. Const Mgr		Senior Project Engineer	Project Surveyor		Sr. CAD Technician		CAD Technician		Landscape Technician		
			Survey Mgr					Survey Technician		Transportation Planner		Technician		
		231	209	183	165	139	127	117	114	99	215	92		
<b>Task 1 - Project Management</b>														
1.1	Management / Coordination / Administration (18 mon)	18	36	12	0	0	0	0	0	0	0	36	102	\$ 17,190.00
1.2	Prepare Monthly Progress Reports	0	18	0	0	0	0	0	18	0	0	0	36	\$ 5,814.00
1.3	Conduct Regular Team Meetings	16	160	0	0	96	0	0	0	0	0	0	272	\$ 50,480.00
1.4	Provide and Update Project Schedule	0	12	0	0	0	0	0	0	0	0	0	12	\$ 2,508.00
1.5	Provide QA/QC and Constructability Review	24	96	0	0	0	0	0	0	0	0	0	120	\$ 25,608.00
	<b>Task Total</b>	<b>58</b>	<b>322</b>	<b>12</b>	<b>0</b>	<b>96</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>542</b>	<b>\$ 101,600.00</b>
<b>Task 2 - Field Survey and Base Mapping</b>														
2.1	Additional Survey for utility potholes	0	8	0	0	16	0	32	0	0	32	0	88	\$ 14,520.00
2.2	Prepare DTM for Supplement Survey	0	0	0	0	16	0	0	0	0	0	0	16	\$ 2,224.00
2.3	Field Verification of Base Maps	0	0	0	0	8	0	8	0	0	0	0	16	\$ 2,048.00
2.4	Coordinate Utility Potholes	0	2	0	0	2	0	0	0	0	8	0	12	\$ 2,416.00
	<b>Task Total</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>132</b>	<b>\$ 21,208.00</b>
<b>Task 3 - Geotechnical Exploration</b>														
3.1	Provide Support to HWA GeoSciences for Geotech	0	8	0	16	16	0	0	0	0	0	0	40	\$ 6,536.00
3.2	Provide Exhibits and Mapping for Geotech Report	0	0	0	0	8	0	16	0	0	0	0	24	\$ 2,984.00
3.3	Support HWA GeoSciences for Geotech Report	0	2	0	4	0	0	0	0	0	0	0	6	\$ 1,078.00
	<b>Task Total</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>20</b>	<b>24</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70</b>	<b>\$ 10,598.00</b>
<b>Task 4 - Environmental Documentation</b>														
4.1	Support GeoEngineers in baseline permit matrix	4	8	0	16	24	0	40	0	0	0	0	92	\$ 13,252.00
4.2	Support GeoEngineers in preparation of NEPA	0	4	8	16	48	0	80	0	0	0	0	156	\$ 20,972.00
4.3	Support HWA GeoSciences for Phase 1 ESAs	0	2	4	0	16	0	24	0	0	0	0	46	\$ 6,182.00
4.4	Support HRA for Cultural Resource Survey	0	4	0	8	16	0	32	0	0	0	0	60	\$ 8,124.00
4.5	Prepare Draft and Final SEPA checklist	2	8	0	0	0	0	0	0	0	0	0	10	\$ 2,134.00
	<b>Task Total</b>	<b>6</b>	<b>26</b>	<b>12</b>	<b>40</b>	<b>104</b>	<b>0</b>	<b>176</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>364</b>	<b>\$ 50,664.00</b>
<b>Task 5 Agency Coordination (Not Identified in Other Tasks)</b>														
5.1	Prepare and Coordinate with Stakeholders	8	16	0	16	32	0	32	0	0	0	0	104	\$ 16,024.00
	<b>Task Total</b>	<b>8</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>32</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>104</b>	<b>\$ 16,024.00</b>
<b>Task 6 Utility Coordination</b>														
6.1	Prepare and Coordinate with Water Resources	4	16	8	0	16	0	32	0	0	0	0	76	\$ 11,700.00
6.2	Coordinate with Franchise Utilities (estimate 16)	4	32	16	0	64	0	32	0	0	0	0	148	\$ 23,180.00
6.3	Coordination with Property Owners (estimate 10)	8	20	0	0	40	0	56	0	0	0	0	124	\$ 18,140.00
	<b>Task Total</b>	<b>16</b>	<b>68</b>	<b>24</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>348</b>	<b>\$ 53,020.00</b>
<b>Task 7 Stormwater Management</b>														
7.1	Coordinate with Water Resources Department for Storm	8	16	32	0	64	0	64	0	32	0	0	216	\$ 30,600.00
7.2	Identify Potential Alternatives to Meet City Mgmt Manual	0	8	0	24	40	0	80	0	0	0	0	152	\$ 20,552.00
7.3	Prepare Draft Drainage Report	0	4	40	0	0	0	64	0	0	0	2	110	\$ 15,828.00
7.4	Prepare Final Drainage Report	0	2	16	0	0	0	24	0	0	0	4	46	\$ 6,522.00
	<b>Task Total</b>	<b>8</b>	<b>30</b>	<b>88</b>	<b>24</b>	<b>104</b>	<b>0</b>	<b>232</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>6</b>	<b>524</b>	<b>\$ 73,502.00</b>
<b>Task 8 Community Involvement / Public Outreach</b>														
8.1	Assist City Staff with City Council Meetings (2)	8	8	0	32	16	20	0	0	0	0	40	124	\$ 17,244.00
8.2	Prepare Presentation Materials and Graphics for Open House (est. 2)	8	8	0	16	16	32	0	0	0	0	96	176	\$ 21,280.00
8.3	Prepare and Attend Commercial Tenant Meetings (9)	0	18	0	0	18	36	0	0	0	0	40	112	\$ 14,516.00

Client City of Olympia  
 Project Fones Road Final Design  
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Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Fee Estimate by Task		
		Principal	Engineering Mgr	Sr. Engineer	Urban Design Mgr	Project Engineer	Project Land. Arch.	Design Engineer	Sr. Admin	Engineering Technician	Survey Crew II	Office Admin	Hours	Fee	
			Sr. Const Mgr		Senior Project Engineer	Project Surveyor		Sr. CAD Technician		CAD Technician		Landscape Technician			
			Survey Mgr					Survey Technician		Transportation Planner		Technician			
8.4	Prepare and Attend Residential or HOA Meetings (6)	0	12	0	12	24	48	0	0	0	0	80	176	\$ 21,280.00	
<b>Task Total</b>		<b>16</b>	<b>46</b>	<b>0</b>	<b>60</b>	<b>74</b>	<b>136</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>256</b>	<b>588</b>	<b>\$ 74,320.00</b>	
<b>Task 9 - Preliminary Design</b>															
9.1	Prepare 30% Plan Submittal	14	32	16	40	120	80	200	0	160	0	96	758	\$ 94,362.00	
	Prepare 30% for Water Main	2	8	8	0	60	0	60	0	0	0	0	138	\$ 18,958.00	
9.2	Prepare Urban Design Package	0	8	0	16	0	40	0	0	40	0	80	184	\$ 20,712.00	
9.3	Prepare Construction Cost Estimate	4	8	0	0	16	16	0	0	0	0	0	44	\$ 6,852.00	
<b>Task Total</b>		<b>20</b>	<b>56</b>	<b>24</b>	<b>56</b>	<b>196</b>	<b>136</b>	<b>260</b>	<b>0</b>	<b>200</b>	<b>0</b>	<b>176</b>	<b>1124</b>	<b>\$ 140,884.00</b>	
<b>Task 10 - Final Design</b>															
10.1	Prepare 60% Plan Submittal	24	80	40	96	160	120	280	0	240	0	200	1240	\$ 157,824.00	
	Prepare 60% for Water Main	0	8	56	0	80	0	120	0	0	0	0	264	\$ 37,080.00	
10.2	Prepare 90% Plan Submittal	14	48	80	104	240	160	425	0	480	0	360	1911	\$ 229,111.00	
	Prepare 90% for Water Main	2	16	16	0	80	0	100	0	0	0	0	214	\$ 29,554.00	
10.3	Prepare 100% Check Set	8	16	32	24	96	76	128	0	104	0	96	580	\$ 72,108.00	
10.4	Prepare Bid Documents	2	8	4	4	32	24	40	0	64	0	96	274	\$ 30,870.00	
10.5	Prepare Specifications	8	64	80	80	96	40	0	40	0	0	0	408	\$ 66,048.00	
10.6	Prepare Construction Cost Estimate	4	16	60	0	80	0	40	0	0	0	0	200	\$ 31,048.00	
<b>Task Total</b>		<b>62</b>	<b>256</b>	<b>368</b>	<b>308</b>	<b>864</b>	<b>420</b>	<b>1133</b>	<b>40</b>	<b>888</b>	<b>0</b>	<b>752</b>	<b>5091</b>	<b>\$ 653,643.00</b>	
<b>Task 11 - Bid Phase Services</b>															
11.1	Provide Assistance During Bidding Process	0	4	0	0	8	0	0	0	0	0	0	12	\$ 1,948.00	
11.2	Prepare and Provide Addenda (est. 3)	0	4	0	0	16	0	0	0	0	0	16	36	\$ 4,532.00	
<b>Task Total</b>		<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>48</b>	<b>\$ 6,480.00</b>	
<b>Contingency - ROW Services for PFE</b>															
CA1	Prepare High Level Exhibits for ROW Agent	2	8	0	0	40	40	0	0	0	0	0	90	\$ 12,774.00	
<b>Task Total</b>		<b>2</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>90</b>	<b>\$ 12,774.00</b>	
<b>Total Labor Hours and Fee</b>		<b>196</b>	<b>856</b>	<b>528</b>	<b>524</b>	<b>1,720</b>	<b>732</b>	<b>2,009</b>	<b>58</b>	<b>1,120</b>	<b>40</b>	<b>1,242</b>	<b>9,025</b>	<b>\$ 1,214,717.00</b>	
<b>Subconsultants</b>															
													Utility Potholes	\$	10,000.00
													Task 3: Geotechnical - HWA GeoSciences (UDBE)	\$	42,730.00
													Task 3: Geotechnical - Magana (UDBE)	\$	18,900.00
													Phase 1 ESA - HWA GeoSciences (Non-UDBE)	\$	11,680.00
													Archeologists - HRA	\$	45,150.00
													Environmental - GeoEngineers	\$	41,750.00
													<b>Total Subconsultant Expense</b>	<b>\$</b>	<b>170,210.00</b>
<b>Reimbursable Direct Non-Salary Costs</b>															
													Mileage at current IRS rate	\$	2,149.00
													Reproduction Allowance	\$	5,000.00
													<b>Total Reimbursable Expense</b>	<b>\$</b>	<b>7,149.00</b>
													<b>Total Estimated Budget</b>	<b>\$</b>	<b>1,392,076.00</b>

## **Exhibit B**

### **DBE Participation Plan**

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This project has a UDBE goal of 4%. KPG will meet this goal by utilizing one UDBE certified subconsultant and one certified subcontractor to complete the work as described in Task 3.

1) HWA GeoSciences, Inc.

Cert # D5F0024692

Budget \$42,730

Geotechnical exploration - as described in Scope of Work Task 3

2) Magna (Direct Non-Salary Expense)

Cert # D5M0024408

Budget \$18,900

Soil sampling and test pit excavation to support HWA GeoSciences for Task 3

Total commitment to UDBE: 4.4%

\$61,630 Total UDBE

Agreement Number:

**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, all raw data, collection files, text point files (comma delimited), and data in any other format produced.

B. Roadway Design Files

Civil 3D, AutoCAD.

C. Computer Aided Drafting Files

Civil 3D, AutoCAD.

Agreement Number:

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

The Agency retains ownership over all electronic files created.

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

AutoCAD, Civil 3D drawings, PDFs of originals with seal and signature.

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

AutoCAD, Civil 3D base map and drawings.

Agreement Number:

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, External Flash Drive, e-Builder.

A. Agency Software Suite

Architecture, Engineering, and Construction Collection (A.E.C.C.)

B. Electronic Messaging System

Microsoft Outlook.

C. File Transfers Format

DWG and DXF.

**Exhibit D**  
**Prime Consultant Cost Computations**

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See attached Exhibit D - Summary of Direct Labor Costs.

Agreement Number:

**KPG, PS**  
**Summary of Direct Labor Costs**  
**Effective January 1, 2020 through December 31, 2020**

<b>Classification</b>	Avg Direct Salary	Office Overhead	Fee @ 35% of DL	2020 Inclusive Rate
	Costs (DSC)	@1.2774 Of DSC	of DSC	(Rounded to \$1)
Principal	88.10	112.53	30.83	231
Engineering Manager	79.55	101.61	27.84	209
Senior Engineer	69.67	88.99	24.38	183
Sr. Project Engineer	62.94	80.40	22.03	165
Project Engineer	53.00	67.71	18.55	139
Design Engineer	44.45	56.78	15.56	117
Engineering Technician	37.86	48.37	13.25	99
Technician	34.83	44.49	12.19	92
Engineering Assistant	29.06	37.13	10.17	76
Principal Architect	75.72	96.73	26.50	199
Aviation Manager	69.67	88.99	24.38	183
Senior Architect	57.11	72.95	19.99	150
Architecture Technician II	44.45	56.78	15.56	117
Architecture Technician I	37.86	48.37	13.25	99
Survey Manager	79.55	101.61	27.84	209
Survey Crew II (W/Equip)	81.90	104.62	28.67	215
Survey Crew I (W/Equip)	63.11	80.61	22.09	166
Project Surveyor	53.00	67.71	18.55	139
Survey Technician	44.45	56.78	15.56	117
Survey Assistant	29.06	37.13	10.17	76
Urban Design Manager	62.94	80.40	22.03	165
Project Landscape Architect	48.48	61.93	16.97	127
Landscape Technician	34.83	44.49	12.19	92
Senior Transportation Planner	57.11	72.95	19.99	150
Transportation Planner	37.86	48.36	13.25	99
Senior Construction Manager	79.55	101.61	27.84	209
Construction Manager	63.11	80.61	22.09	165
Senior Resident Engineer	53.00	67.71	18.55	139
Resident Engineer	47.31	60.44	16.56	124
Construction Office Engineer	47.31	60.44	16.56	124
Senior Construction Inspector	48.48	61.93	16.97	127
Construction Inspector II	41.90	53.52	14.66	110
Construction Inspector I	34.83	44.49	12.19	92
Construction Technician	29.06	37.13	10.17	76
Document Control Specialist	43.54	55.62	15.24	114
Document Control Admin	29.06	37.13	10.17	76
Construction Assistant	29.06	37.13	10.17	76
CAD Manager	57.11	72.95	19.99	150
Senior CAD Technician	44.45	56.78	15.56	117
CAD Technician	37.86	48.37	13.25	99
Business Manager	57.11	72.95	19.99	150
Senior Admin	43.54	55.62	15.24	114
Office Admin	34.83	44.49	12.19	92
Office Assistant	29.06	37.13	10.17	76
Subs billed at cost plus 5%.				
Reimbursables billed at actual costs.				
Mileage billed at the current approved IRS mileage rate.				

## ***Exhibit E*** ***Sub-consultant Cost Computations***

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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 Sub-consultant Scope of Work and Fee.

Agreement Number:

# Exhibit E, Task 3 (UDBE)



HWA Ref: 2020-002  
Date: 1-Apr-20

**Project Cost Estimate**  
Fones Road Improvements  
Olympia, Washington  
Prepared for KPG

**Scope of Work**

Coordinate locations of 6 drilled boreholes, 4 test pits and 6 pavement cores with KPG.  
Prepare traffic control plan (TCP) and Right of Way (ROW) use application and submit to City for approval.  
Mark locations of boreholes, test pits and pavement cores in the roadway and arrange for utility locates.  
Perform 8 boreholes along Fones Road between Pacific Avenue SE and 18th Avenue SE to assess subsurface conditions for luminaires, retaining walls, and potential detention vault.  
We assume borings will be staggered at roughly approximate intervals along each side of the road and will require flaggers for traffic control.  
Boreholes will be abandoned per DOE requirements and patched with rapid-setting concrete.  
Perform 4 test pit excavations in locations for proposed stormwater infiltration. This assumes test pits will be located outside of the roadway and will not require traffic control.  
Perform pavement coring at 6 locations using a 6-inch diameter core barrel. Shallow hand borings (2 feet) will be completed at each core location to assess subgrade condition.  
Pavement cores will be located in the travel lanes and will require traffic control consisting of flaggers. Pavement cores will be patched with Aquaphat 6.0 water activated cold patch.  
Prepare logs of drilled boreholes, test pits and pavement cores and assign laboratory testing on selected samples.  
Perform engineering analyses related to retaining walls, luminaire foundations, pavement design, and stormwater infiltration. Infiltration results will be based on grain size analyses of soils.  
Prepare a draft report presenting the results of our explorations and engineering recommendations.  
Finalize report based on review comments.

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	PERSONNEL & 2020 BILLING RATES							TOTAL HOURS	TOTAL AMOUNT
	Principal	Eng. VII	Eng. II	Geol. III	Geol. II	CAD	Clerical		
Project Setup/Coordination	\$279,48	\$213,81	\$116,07	\$103,85	\$91,63	\$85,52	\$76,36	4	\$855
Prepare TCP and ROW Use Application and Submit to City								10	\$1,258
Mark Exploration Locations & Arrange Utility Locates								24	\$3,372
Perform Drilled Boreholes (Assume 3 days)								30	\$3,116
Log Test Pit Excavations (Assume 1 day)								12	\$1,246
Perform Pavement Coring (Assume 2 days)								24	\$4,692
Prepare Exploration Logs and Assign Lab Testing								16	\$2,517
Engineering Analyses								20	\$4,912
Prepare Draft Report								4	\$5,443
Prepare Final Report								16	\$1,599
Consultation / Project Management								4	\$1,710
<b>Labor Costs</b>								5	<b>\$30,720</b>

**LABORATORY TEST SUMMARY:**

Test	Est. No.	Unit	Total Cost
Grain Size Distribution	10		\$1,150
Grain Size with Hydrometer	4		\$1,000
CBR/Proctor	0		\$0
<b>LABORATORY TOTAL:</b>			<b>\$2,150</b>

**ESTIMATED DIRECT EXPENSES:**

Mileage @ 0.545/mi	\$700
Direct Non-Salary (Drilling & Excavation Subcontractor)	\$18,900
Traffic Control Plans	\$2,400
Pavement Coring (@ \$60/core)	\$360
Traffic Control (Flaggers/Arrowboard/Signs/Etc)	\$6,400
Laboratory Testing	\$2,150
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$30,910</b>

**PROJECT TOTALS AND SUMMARY:**

Labor Costs	\$30,720
Direct Expenses	\$30,910
<b>GRAND TOTAL:</b>	<b>\$61,630</b>

**Assumed Conditions:**

1. All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.
2. No Street Use Permits/ROW Use fees will be required.

Exhibit E Sub-consultant Fee Task 4.3



HWA Ref: 2020-002-22  
Date: 1-Apr-20

**Hazardous Materials Analysis Cost Estimate**  
Fones Road Improvements  
Olympia, Washington  
Prepared for KPG

**Scope of Work**  
Review of federal, state, and local agency environmental regulatory databases for the approximately 0.7 mile project corridor and adjoining properties focusing on the identification of any record of the presence of hazardous substances, underground storage tanks (USTs), or hazardous substance spills.  
Review of historical documentation including: 1) historical aerial photographs, 2) Sanborn Insurance Maps, and 3) reverse city directories for streets included in the project area.  
Review of regulatory agency reports documenting previous investigations (as available online).  
Review of existing environmental reports for the project area (as provided by KPG).  
Site reconnaissance from public rights-of-way or accessible public properties.  
Prepare a draft and final Hazardous Materials Analysis report per Washington State Department of Transportation Guidance.

WORK TASK DESCRIPTION	PERSONNEL & 2020 BILLING RATES										TOTAL HOURS	TOTAL AMOUNT
	Princ'd	Engr. VII	Geol. V	Geol. II	CAD	Contract Adm'n.	Clerical					
Project Setup/Coordination		1	2								3	\$458
Regulatory Database Review			2	2							10	\$904
Historical Documentation Review			2	4							6	\$574
Regulatory Agency File Reviews (as available online)			2	8							10	\$904
Site Reconnaissance				8							8	\$660
Prepare Draft Hazardous Materials Analysis Report	2		10	30	8						50	\$4,881
Prepare Final Hazardous Materials Analysis Report	1		4	8	2					1	16	\$1,646
Consultation/ Project Management			2	4						2	8	\$800
<b>Labor Costs</b>	3	1	24	70	10	2	1				111	<b>\$10,828</b>

**ESTIMATED DIRECT EXPENSES:**  
Milage @ 0.545/mi \$100  
Database Subcontractor \$750  
**TOTAL DIRECT EXPENSES: \$850**

**PROJECT TOTALS AND SUMMARY:**  
Labor Costs \$10,828  
Direct Expenses \$850  
**GRAND TOTAL: \$11,678**

- Assumed Conditions:**
1. A Hazardous Materials Analysis is not considered to be a Phase I Environmental Site Assessment (ESA) that adheres to the American Society for Testing and Materials (ASTM) standards. If the Hazardous Materials Analysis reveals issues that could impact the project, more details investigations, which may include Phase I ESAs or Phase II ESAs may be recommended.
  2. All costs are estimated, and may be increased or decreased within the limits of the total budget at the discretion of HWA's project manager.

## Exhibit E

## HWA GEOSCIENCES INC.

## 2020 HOURLY AND BILLING RATES

EMPLOYEE	TITLE	Avg. HOURLY RATE	Overhead 1.7544	Fixed Fee 30.00%	Billing Rate
Sa Hong	Principal IX	\$91.50 *	\$160.53	\$27.45	\$279.48
Ralph Boirum	Principal IX	\$91.50 *	\$160.53	\$27.45	\$279.48
Arnie Sugar	Principal IX	\$82.00	\$143.86	\$24.60	\$250.46
Steve Greene	Geologist VIII	\$70.00	\$122.81	\$21.00	\$213.81
JoLyn Gillie	Geotechnical Engineer VII	\$72.00	\$126.32	\$21.60	\$219.92
Donald Huling	Geotechnical Engineer VII	\$72.00	\$126.32	\$21.60	\$219.92
Bryan Hawkins	Geotechnical Engineer VII	\$70.00	\$122.81	\$21.00	\$213.81
Michael Place	Geotechnical Engineer VI	\$66.00	\$115.79	\$19.80	\$201.59
Sandybell Brodahl	Geotechnical Engineer V	\$55.00	\$96.49	\$16.50	\$167.99
Dila Saidin	Geotechnical Engineer V	\$51.00	\$89.47	\$15.30	\$155.77
Zakeyo Ngoma	Geotechnical Engineer V	\$47.00	\$82.46	\$14.10	\$143.56
Ali Sirjani	Geotechnical Engineer III	\$44.00	\$77.19	\$13.20	\$134.39
Sean Schlitt	Geotechnical Engineer III	\$43.00	\$75.44	\$12.90	\$131.34
Sara Khandaker	Geotechnical Engineer II	\$38.00	\$66.67	\$11.40	\$116.07
Shane Miller	Geotechnical Engineer II	\$38.00	\$66.67	\$11.40	\$116.07
Amanda Ong	Geotechnical Engineer I	\$35.50	\$62.28	\$10.65	\$108.43
Lucas Cressler	Geotechnical Engineer I	\$32.69	\$57.35	\$9.81	\$99.85
Ahmed Mahmood	Geotechnical Engineer I	\$31.73	\$55.67	\$9.52	\$96.92
Norm Nielsen	Hydrogeologist VI	\$40.00	\$70.18	\$12.00	\$122.18
Brad Thurber	Geologist VI	\$42.00	\$73.68	\$12.60	\$128.28
Nicole Kapise	Geologist V	\$40.00	\$70.18	\$12.00	\$122.18
Bret Salazar	Geologist V	\$40.00	\$70.18	\$12.00	\$122.18
Seth Pemble	Geologist III	\$34.00	\$59.65	\$10.20	\$103.85
Greg Krankurs	Geologist III	\$34.00	\$59.65	\$10.20	\$103.85
Austin York	Geologist II	\$27.00	\$47.37	\$8.10	\$82.47
Mary Alice Benson	Geologist II	\$25.00	\$43.86	\$7.50	\$76.36
Vincent Oskierko	Geologist II	\$30.00	\$52.63	\$9.00	\$91.63
Richard Mueller	Geologist I	\$24.50	\$42.98	\$7.35	\$74.83
Ryan Winchell	Geologist I	\$24.50	\$42.98	\$7.35	\$74.83
Isaac Wiken	Geologist I	\$22.75	\$39.91	\$6.83	\$69.49
Charlie Parks	Geologist I	\$22.00	\$38.60	\$6.60	\$67.20
Brian Menz	CAD	\$38.00	\$66.67	\$11.40	\$116.07
Catherine Fry	CAD	\$28.00	\$49.12	\$8.40	\$85.52
Vasiliy Babko	Contracts Administrator	\$37.00	\$64.91	\$11.10	\$113.01
Christiana Fisk	Administrative Support	\$25.00	\$43.86	\$7.50	\$76.36
Anna Ataman	Administrative Support	\$21.00	\$36.84	\$6.30	\$64.14
Steve Wright	Lab/Field Technician IV	\$42.00	\$73.68	\$12.60	\$128.28
Daniel Walton	Lab/Field Technician III	\$32.00	\$56.14	\$9.60	\$97.74
Mark Peterson	Lab/Field Technician III	\$32.69	\$57.35	\$9.81	\$99.85
Greg Barker	Lab/Field Technician II	\$22.00	\$38.60	\$6.60	\$67.20
Jonathan Pruiett	Lab/Field Technician II	\$23.00	\$40.35	\$6.90	\$70.25
Kristin Nolan	Lab/Field Technician II	\$23.00	\$40.35	\$6.90	\$70.25
Noel White	Lab/Field Technician II	\$21.00	\$36.84	\$6.30	\$64.14
David MacKay	Lab/Field Technician I	\$20.00	\$35.09	\$6.00	\$61.09

Notes: \* Represents Capped Billing Rate



**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](http://www.wsdot.wa.gov)

June 18, 2019

HWA GeoSciences, Inc.  
21312 30<sup>th</sup> Drive SE, Suite 110  
Bothell, WA 98021

Subject: Acceptance FYE 2018 ICR – CPA Report

Dear Vasiliy Babko:

We have accepted your firms FYE 2018 Indirect Cost Rate (ICR) of 175.44% of direct labor (rate includes 0.39% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by T-Max CPA. 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 [consultanrates@wsdot.wa.gov](mailto:consultanrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

Jonson, Erik  
Jun 19 2019 1:04 PM

cosign

ERIK K. JONSON  
Contract Services Manager

EKJ:ah

## Task 3 (Direct Non-Salary Expense)



PO Box 53384, Bellevue WA 98015

P: 425.457.0706

E: [todd@magnaservices.net](mailto:todd@magnaservices.net)

• [www.magnaservices.net](http://www.magnaservices.net)

UDBE/MBE/SCS/SBE Certified

Certification # D5M0024408

### Soil Sampling and Test Pit Excavation Proposal Fones Road Project

Proposal Date: February 3rd, 2020

TO: Estimator

FROM: Todd Pita – Magna Services

Magna Services is pleased to provide the following proposal for soil sampling and test pit excavation.

The Magna Services Proposal consists of the following:

#### **Soil Sampling with CME Drill Rig**

Item No.	Description	Est. Qty	Unit	Unit Price	Total
	Mobilization/Demobilization and NOI Start Cards	LS	LS	\$1,800.00	\$1,800.00
	Materials for bentonite backfill and concrete asphalt patch	LS	LS	\$1,100.00	\$1,100.00
	8 each 20' deep soil sample borings – Drilled with CME 550 – 6" Hollow Stem Auger with SPT samples at 2.5' intervals	24	Hour	\$450.00	\$10,800.00

#### **Test Pit Excavation with Backhoe**

Item No.	Description	Est. Qty	Unit	Unit Price	Total
	Mobilization/Demobilization	LS	LS	\$1,600.00	\$1,600.00
	Excavation of 4 each Test Pits	8	Hour	\$450.00	\$3,600.00

\* Work is priced by unit cost only. No lump sum pricing.

**\*Total \$18,900.00**

#### **SCOPE / RESPONSIBILITIES OF MAGNA SERVICES**

##### **Included:**

- **Soil Sampling 8 each 20' deep borings. SPT at 2.5' intervals.**
- **Test pits to be dug by backhoe.**

#### **RESPONSIBILITIES OF THE GENERAL CONTRACTOR / OWNER**

- 1) Provide traffic control.
- 2) Locations of borings and test pits by engineer
- 3) Logging of soils
- 4) Provide city, county, state and federal permits if required.
- 5) Disposal and treatment of contaminated soil/water if encountered.

## **Exhibit F**

### **Title VI Assurances**

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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**

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- 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

Agreement Number:

**Exhibit G-1(a) Certification of Consultant**

I hereby certify that I am the and duly authorized representative of the firm of  
KPG, P.S.

whose address is

2502 Jefferson Avenue, Tacoma, WA 98402

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 Olympia 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)

\_\_\_\_\_  
Date

Agreement Number:

**Exhibit G-1(b) Certification of** City of Olympia

I hereby certify that I am the:

- AGENCY Official of the Local Agency
- Other

of the City of Olympia, 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 Washington State Department of Transportation 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 statutes 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)

---

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)

\_\_\_\_\_  
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

\_\_\_\_\_  
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**

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### **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.

N/A

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# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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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.

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### **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.

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# *Exhibit J*

## **Consultant Claim Procedures**

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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 meet 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 is needed regarding the claim procedures.

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

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### **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.

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