

Local Agency Standard Consultant Agreement	Consultant/Address/Telephone Parametrix, Inc. 1019 39th Avenue, SE, Suite 100 Puyallup, WA 98374 (425) 458-6343
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement	
Agreement Number LA-8168	Project Title And Work Description West Olympia Access--IJR Engineering Consulting Services
Federal Aid Number STPUS-0920(009)	
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____ <input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 91-0914810 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date May 31, 2016
	Total Amount Authorized \$ 1,400,000.00 Management Reserve Fund \$ 100,000.00 Maximum Amount Payable \$ 1,500,000.00

Index of Exhibits (Check all that apply):

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|---|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work | <input checked="" type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates |
| <input checked="" type="checkbox"/> Exhibit A-2 Task Order Agreement | <input checked="" type="checkbox"/> Exhibit G-3 Sub Overhead Cost |
| <input type="checkbox"/> Exhibit B-1 DBE Utilization Certification | <input checked="" type="checkbox"/> Exhibit H Title VI Assurances |
| <input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data | <input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement |
| <input type="checkbox"/> Exhibit D-1 Payment - Lump Sum | <input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures |
| <input type="checkbox"/> Exhibit D-2 Payment - Cost Plus | <input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures |
| <input checked="" type="checkbox"/> Exhibit D-3 Payment - Hourly Rate | <input checked="" type="checkbox"/> Exhibit L Liability Insurance Increase |
| <input type="checkbox"/> Exhibit D-4 Payment - Provisional | <input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification |
| <input type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit | <input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification |
| <input checked="" type="checkbox"/> Exhibit E-2 Fee - Specific Rates | <input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary |
| <input checked="" type="checkbox"/> Exhibit F Overhead Cost | <input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification |
| <input checked="" type="checkbox"/> Exhibit G Subcontracted Work | <input type="checkbox"/> Exhibit M-4 Pricing Data Certification |
| <input checked="" type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, between the Local Agency of _____ City of Olympia _____, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, and

WHEREAS, the AGENCY 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 for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance 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 work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II Scope of Work

The Scope of Work and projected level of effort required for this PROJECT is detailed in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT.

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 Federal, State, 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 work in sufficient detail so that the progress of the work can easily be evaluated.

The CONSULTANT, and each SUBCONSULTANT, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT, and each SUBCONSULTANT, shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT that may result in the termination of this AGREEMENT.

Participation for Disadvantaged Business Enterprises (DBE), if required, per 49 CFR Part 26, or participation of Minority Business Enterprises (MBE), and Women Business Enterprises (WBE), shall be shown on the heading of this AGREEMENT. If D/M/WBE firms are utilized, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made a part of this AGREEMENT. If the Prime CONSULTANT is a DBE firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY'S "DBE Program Participation Plan". The mandatory DBE participation goals of the AGREEMENT are those established by the WSDOT'S Highway and Local Programs Project Development Engineer in consultation with the AGENCY.

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."

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 this PROJECT, 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 PROJECT, shall be without liability or legal exposure to the CONSULTANT.

IV Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY.

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under 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 or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

V Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit "D" attached hereto, and by reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A post audit may be performed on this AGREEMENT. The need for a post audit will be determined by the State Auditor, WSDOT External Audit Office and/or at the request of the AGENCY'S PROJECT Manager.

VI Sub-Contracting

The AGENCY permits sub-contracts for those items of work as shown in Exhibit "G" attached hereto and by this reference made part of this AGREEMENT.

Compensation for this sub-consultant work shall be based on the cost factors shown on Exhibit "G."

The work of the sub-consultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the sub-consultant shall be substantiated in the same manner as outlined in Section V. All sub-contracts shall contain all applicable provisions of this AGREEMENT.

With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for sub-contracting shall create, between the AGENCY and sub-contractor, any contract or any other relationship. A DBE certified sub-consultant is required to perform a minimum amount of their sub-contracted agreement that is established by the WSDOT Highways and Local Programs Project Development Engineer in consultation with the AGENCY.

VII Employment

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 the 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 the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

VIII Nondiscrimination

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

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 "H" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "H" 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 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 as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work 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 herein above, 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 such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work 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 work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work 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 above.

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 it's employee's default 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.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the PROJECT, or dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. This subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY'S concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

Payment for any part of the work 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 work 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 complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work 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 XIV.

XI Disputes

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination 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 de novo 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", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

XII Venue, Applicable Law, and Personal Jurisdiction

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such 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 to such action shall 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.

XIII Legal Relations

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT'S negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY or the STATE against and hold harmless the AGENCY or the STATE from claims, demands or suits based solely upon the conduct of the AGENCY or the STATE, their agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT'S agents or employees, and (b) the AGENCY or the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to the AGENCY or the STATE of defending such claims and suits shall be valid and enforceable only to the extent of the CONSULTANT'S negligence or the negligence of the CONSULTANT'S agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against 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.

Unless otherwise specified in the 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 the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000) per occurrences and two million dollars (\$2,000,000) in the aggregate for each policy period.
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the 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 the AGENCY.

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 shall be limited to the amount payable under this AGREEMENT or one million (\$1,000,000) dollars, whichever is the greater, unless modified by Exhibit "L". In no case shall the CONSULTANT'S professional liability to third parties be limited in any way.

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

XIV Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of the 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 work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the 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 the 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 the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the 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.

XV Endorsement of Plans

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

XVI Federal and State Review

The Federal Highway Administration and the Washington State Department of Transportation shall have the right to participate in the review or examination of the work in progress.

XVII Certification of the Consultant and the Agency

Attached hereto as Exhibit "M-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "M-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "M-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "M-4" Certificate of Current Cost or Pricing Data. Exhibit "M-3" is required only in AGREEMENTS over \$100,000 and Exhibit "M-4" is required only in AGREEMENTS over \$500,000.

XVIII 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 an amendment to this AGREEMENT.

XIX 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 agreements contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

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.

By _____ By _____

Consultant Dan McReynolds, P.E. Principal Agency Steve Hall, City Manager

**Exhibit A-1
Scope of Work**

Project No. _____

See Attached

Documents To Be Furnished By The Consultant

SCOPE OF WORK

City of Olympia

West Olympia Access Study Interchange Justification Report (IJR)

BACKGROUND

The Interchange Justification Report (IJR) and technical studies for US-101 between the interchanges with I-5 and Evergreen Parkway will include the preparation of a corridor-level IJR, NEPA and SEPA environmental documentation, conceptual and preliminary design of the new interchanges at Kaiser Road and Yauger Way, and public outreach and communication work. Specifically, this project will address the current conditions and future needs and environmental impacts associated with enhancing traffic operations, safety and efficiency along the US-101 mainline in the vicinity of the US-101/Black Lake Boulevard Interchange.

In 2010, the City of Olympia and Washington State Department of Transportation (WSDOT) completed an evaluation of transportation needs on Olympia's Westside. The outcome of this effort was a decision to build new ramps to and from US-101 at:

- Kaiser Road—an eastbound on-ramp and westbound off-ramp will be built at Kaiser Road.
- Yauger Way—a westbound off-ramp extension will be built from the existing Black Lake Boulevard off-ramp to Yauger Way. The ramp will be built after completion of the Kaiser Road ramps.

The Consultant will work closely and collaboratively with City of Olympia staff, an IJR support team, and project stakeholders in initiating this study and fostering input and acceptance of project decisions, methods and project outcomes. The Consultant will prepare a specific Public Outreach and Communications plan that will help guide the process and communication protocols. This will include the preparation of a Chartering Agreement to align project expectations, stakeholder involvement, meeting protocols, and the overall objectives of the project.

The Consultant team will complete the work in two distinct phases:

- **Work Order A: Project Scoping and Early Start Work Tasks** – This work will include a project team chartering session, a public involvement and communication plan, initial traffic analysis work to complete a methods and assumptions document for the IJR, early environmental scoping tasks, and initial design support tasks including base mapping and a design workshop.
- **Work Order B: IJR, Environmental Documentation, and Preliminary Design** – This phase will complete the IJR, environmental documentation, and preliminary design work. A specific scope for this phase will be developed near the end of Work Order A.

These work orders were developed to allow the Consultant team and City of Olympia staff to begin early communications with WSDOT and other key stakeholders, develop a strategic work plan to initiate the IJR and environmental documentation, begin data collection, review and compare current traffic forecasts to the 2010 West Olympia Access Study and initiate the environmental review process. This early work order is scheduled to be completed by the end of August 2014. The initial stakeholders' kickoff meeting and team chartering meeting will be scheduled for late June.

SCOPE OF WORK (CONTINUED)

WORK ORDER A – PROJECT SCOPING AND EARLY WORK TASKS

Task 01 – Project Management

1. Project Management Plan: The Consultant will prepare a Project Management Plan (PMP) document outlining the scope of work, schedule, budget, change management process, communication protocol, and quality control procedures. The PMP will be updated periodically during the life of the project and will be shared with team members and City of Olympia staff. This task also includes scoping activities for subsequent work orders.
2. Monthly Progress Reports and Invoices: The Consultant will provide a monthly progress report with monthly invoices to the City of Olympia that will describe work performed by the Consultant Team members during the current reporting period. The progress reports will be prepared in a format approved by the City's Project Manager. This format will include the following:
 - a. Listing of activities by work element performed during the reporting period, including meetings held and deliverables.
 - b. A listing of problems/issues encountered during the reporting period and their resolution.
 - c. A listing of activities to be accomplished during the next reporting period.
 - d. An earned value report summarizing the estimated percent complete and percent spent by task.
3. Monthly Progress Meetings and Other Communication: The Consultant Team will conduct monthly progress review meetings with the City's core management to review: scope, schedule, and budget status; risk matrix tracking list; upcoming project meetings, communication, and work items; and, project strategy to resolve issue or barriers to success. Frequent communication will also occur via e-mail, telephone, and other project meetings. This task will also include a regular bi-weekly call scheduled approximately 2 weeks before/after the monthly progress meetings.
4. Subconsultant Coordination: The Consultant Team will develop and maintain subcontracts with all subcontractors and coordinate progress reporting and billing through the Consultant project manager.
5. Consultant Team Meetings: The Consultant will hold bi-weekly consultant team check-in meetings to communicate and coordinate work progress and upcoming activities. These meetings will be attended by project leads and other key staff.

Deliverables

- Subconsultant Agreements (maintained in Consultant's Files)
- Monthly Status/Progress Reports and Monthly Invoice
- Risk management tracking list for Monthly progress meetings

SCOPE OF WORK (CONTINUED)

- Draft and final Project Management Plan (PMP) documents

Task 02 – Public Involvement and Communication

1. Team Chartering and Ongoing IJR Support Team Meetings: The Consultant will arrange for and facilitate an initial partnering and team chartering meeting to involve representatives from agencies who will be involved in the ongoing IJR Support Team. The invitation list for this meeting will include staff from:
 - a. City of Olympia
 - b. WSDOT Olympic Region
 - c. WSDOT Headquarters
 - d. Federal Highways Administration (FHWA)
 - e. Thurston Regional Planning Council (TRPC)
 - f. Intercity Transit
 - g. City of Tumwater
 - h. Thurston County
 - i. Consultant team

This meeting will summarize the project work elements, schedule, roles and responsibilities, and ongoing involvement of the IJR Support Team. A draft project charter will be developed for the meeting and will include roles and responsibilities of project team participants, a draft project description, and proposed decision making process and IJR Support Team meeting structure. The Consultant Team will also organize and lead monthly meetings of the IJR support team. For this initial work order, two meetings in addition to the team chartering meeting are assumed.

2. Public Involvement and Communication Plan: The Consultant team will work with City of Olympia staff to prepare a public involvement and communication plan (PICP) for the project. The PICP will identify the overall communication strategy and specific details on the process including stakeholder interviews, IJR Support Team interaction, timing of public meetings, City Council presentations, and media contact.
3. Stakeholder Interviews: The Consultant Team will work with City staff to identify up to four stakeholder groups to interview for the project. This will likely include the West Olympia Business Association (WOBA) and other key business, neighborhood, or environmental groups in West Olympia. A list of standard questions will be developed for the interviews, and a summary of responses to the questions will be prepared after the meetings.
4. Agency and Public Scoping meetings: The Consultant will arrange and facilitate an agency and public scoping meeting to invite resource agencies, tribes, and interested community members to learn about the project status and comment on the scope of the Environmental Documentation. (A public meeting is optional for the anticipated Environmental Assessment level of environmental review, but we have included this in the work plan). We will attempt

SCOPE OF WORK (CONTINUED)

to schedule both meetings on the same day—the agency public meeting in the afternoon, and public scoping meeting in the late afternoon/evening.

Deliverables

- Meeting summaries for the team chartering and IJR Support Team meetings
- Team chartering and IJR Support Team meeting materials
- Draft and final PICP documents
- Agency and public scoping meeting materials
- Meeting summaries for all stakeholder interviews.

Task 03 – Traffic Modeling/Forecasting Sensitivity Evaluation

TRPC maintains a travel demand model that incorporates all of Thurston County and includes detailed representation of the study area. Model refinement has been performed previously in subarea modeling of the Interstate 5, Crosby Boulevard, Black Lake Boulevard interchanges with SR 101, as well as the surrounding surface streets. The traffic modeling for the West Olympia Access IJR will utilize previous traffic model data as much as possible, but given the time duration between the previous analyses and this new work, it is expected that some level of model refinement will be required. In order to understand the scope of the modeling effort, the CONSULTANT will perform the following initial tasks to identify the methods and approach in accomplishing the traffic forecasting and demand modeling for the IJR study area.

1. Review/Confirmation of Previous Traffic Analysis: The Consultant will collect and review the available traffic volume, forecast and operational analysis information prepared previously for the study area. Data sources will include reports and documentation prepared for the West Olympia Access Study, US-101/I-5 study as well as other relevant studies. The Consultant will also collect the most current TRPC model data files and the model files used in the preparation of previous West Olympia Access Study documentation. This information will be used for the sensitivity analysis in task 3.3.
2. Traffic Data Collection: The Consultant will arrange for the collection of new turning movement count data for each of the study intersections. Current traffic volumes for US-101 and I-5 will also be collected from WSDOT. The counts will be collected for morning and evening peak periods. The current intersection, freeway ramp and mainline traffic volumes will be checked and compiled and graphically displayed on roadway network maps.
3. Traffic Forecast Sensitivity Analysis: The West Olympia Access Study was prepared using a previous version of the regional travel demand model and was based on older baseline ground count data. Over the intervening years travel patterns may have changed as a result of new developments and area roadway improvements. The Consultant will perform a sensitivity analysis comparing the traffic volumes in the previous WOAS documentation with the most current information available. This will include comparing “ground count” data and model forecast data.

SCOPE OF WORK (CONTINUED)

- a. "Ground Count" Comparison: Previously collected traffic volumes will be compared to current counts to determine local and regional travel patterns have changed significantly.
- b. Model Forecast Volumes: Travel demand model forecasts will be compared to identify differences between the previous and current travel demand models. Model outputs reviewed will include morning and evening directional roadway volumes, turning movement volumes at selected nodes, regional directional distribution tendencies.

The sensitivity analysis will be compiled using model-produced graphics and "ground count" traffic volume comparison graphics. The information will be presented for stakeholder review and comment prior to completing scope item 3.4 (below).

4. Identify Scope of Travel Demand Model Update: The information collected and reviewed and input from the stakeholders will provide the detail necessary to identify an appropriate level of traffic model update required to prepare travel forecasts for use in the IJR. The Consultant will prepare a scope of work describing specific model parameters to be updated. Any model updates would be completed under a future task order.

Deliverables

- Technical Memorandum – Traffic Forecast Sensitivity Analysis
- Scope of Work for Travel Demand Model Update

Task 04 – Interchange Justification Report

The consultant will prepare an IJR in compliance with the WSDOT Design Manual. This initial work includes preparation of the methods and assumptions (MA) document for the IJR

1. Methods and Assumptions Document Update. The consultant will prepare a draft and final methods and assumptions document to include the following:
 - a. Tools and methods to be used in completing the travel demand modeling.
 - b. Methods and software to be used in the operations model and simulation tools to be used to predict traffic behavior and operational metrics.
 - c. Study area including graphics depicting the limits.
 - d. Base year, opening year and design year for the operational analyses and travel demand modeling outputs.
 - e. Draft MA document submitted to the IJR support team and review assumptions at an IJR support team meeting.
 - f. Obtain review comments following meeting (1 week to submit comments) and finalize the MA document for signature approval.
 - g. Incorporate draft review comments and prepare final MA document for signature at an IJR support team meeting.

Deliverables

- Draft and Final Methods and Assumptions Document

SCOPE OF WORK (CONTINUED)

Task 05 – Environmental Assessment

The Consultant will prepare an environmental assessment (EA) in compliance with NEPA and SEPA. This initial work order includes early environmental review process coordination and project initiation activities including developing the purpose and need statement and initiating the scoping process.

The following provides more detail on the scope to address each of these initial environmental review coordination activities.

1. Project Initiation. The consultant will prepare a draft of several documents for client review and complete tasks associated with the start of the environmental process. These include:
 - a. Project initiation letter to be sent to U.S. DOT
 - b. Public Involvement Plan (Refer to task 2.2 for description of this living document that will require updates over the course of the project)
 - c. SEPA Mitigated Determination of Non-Significance
 - d. Participating and Cooperating Agency invitation letters
2. Environmental Scoping. During the scoping process the Consultant will assist the City of Olympia with identifying the environmental issues for evaluation in the EA. The public comments heard during the scoping period will help with the identification of issues.
 - a. Scoping Meeting. The consultant will lead the preparation of materials and facilitation of the Scoping Meeting including:
 - i. draft Purpose and Need Statement
 - ii. draft description of the Proposed Action (including any figures)
 - iii. written comment forms
 - iv. display boards
 - v. scoping meeting handouts (if desired)
 - vi. presentation materials (power point or other)City staff will review and comment on the materials and the consultant will revise and print materials for the meeting.
 - b. Scoping Summary Report. After the public scoping period ends, the Consultant will prepare a Scoping Summary Report, which will provide a summary of the comments received, with representative comments included in the document for context. All scoping comments received from the public and other agencies will be evaluated to determine the relevance of each comment. All relevant issues will be presented in the Scoping Summary Report as issues that will be addressed in EA.
3. Purpose and Need and Description of Proposed Action. The Consultant will prepare the draft Purpose and Need Statement for client review, which is required for environmental scoping. Also as part of this effort, the consultant will develop a draft description of the Proposed Action for client review, which will be used to help explain the proposal to the public during scoping.

SCOPE OF WORK (CONTINUED)

4. **Baseline Geographic Information Systems (GIS) Data.** The Consultant will conduct a search for geospatial data pertinent to environmental conditions of the project area and will compile data using ESRI ArcGIS GIS software. Compiled data will be reviewed to identify potential concerns associated with the alternatives as a first step in the environmental analysis effort. The Consultant will prepare maps based on conceptual drawings of the proposed action that illustrate potential environmental impacts (including wetlands, streams, threatened and endangered species and habitat, and floodplains). Data will be obtained from government and public agencies, and include, but are not limited to, the following:
- Soil Survey Data, Natural Resources Conservation Service
 - National Wetland Inventory, U.S. Fish and Wildlife Service (USFWS)
 - Critical Habitat, USFWS
 - Flood hazard data, Federal Emergency Management Agency
 - Fish Distribution, Washington Department of Fish and Wildlife (WDFW)
 - Environmental datasets, Thurston County GIS Department
 - Environmental datasets, City of Olympia Community Planning & Development and Public Works Department
 - Surface water and groundwater data, Washington State Department of Ecology (Ecology)
 - Groundwater source data, Washington State Department of Health (WSDOH)
 - Ecology well log database
 - Geologic maps
 - Historic property and archaeological site data, Washington Department of Archaeology and Historic Preservation (DAHP)

Deliverables

- Draft Purpose and Need Statement
- Draft Description of the Proposed Action
- Information boards for scoping meeting
- Scoping Summary Report

SCOPE OF WORK (CONTINUED)

Task 06 – Roadway Design

1. Update Base Mapping

- i. Control survey/monumentation: The CONSULTANT will establish a network of control points and survey the locations of existing monuments within the project area. This subtask will also include researching existing survey records produced by WSDOT, the City of Olympia and surrounding developments.
- ii. Field Survey obscured areas and recent developments: The CONSULTANT will field survey areas of the current aerial base map that are obscured by vegetation or that have been developed since the aerial base map was completed.

2. Conceptual Design Workshop

- i. Prepare alternative plots and materials for workshop: The CONSULTANT will prepare roll plots and other graphics of the previously developed hybrid alternative for use at the Conceptual Design Workshop. It is assumed that no new design concepts or alternatives will be prepared in advance of the workshop.
- ii. Lead conceptual design workshop: A maximum of two roadway design team members will take part in the workshop along with the project manager and IJR manager from the consultant team. Part of the workshop will focus on design strategies and efficiencies to lower the overall project cost.
- iii. Prepare Workshop Summary: The CONSULTANT will summarize the results of the conceptual design workshop with a technical memorandum. Planning-level sketches of design concepts resulting from the meeting will be attached to the memorandum. No detailed engineering will be performed on any variances to the hybrid alternative or any new concept that may be produced at the workshop.

Deliverables

- Updated project basemap in WSDOT/MicroStation format
- Plots and supporting materials of the hybrid alternative for the Conceptual Design Workshop
- Summary memorandum for the Conceptual Design Workshop

Exhibit A-2
Scope of Work
(Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Work Order A: Project Scoping and Early Start Work Tasks
- B. Work Order B: IJR, Environmental Documentation, and Preliminary Design
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.



Exhibit B-1

Disadvantaged Business Enterprise Utilization Certification
 (Optional - Use only when DBE Consultant is Utilized)

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

certifies that the Disadvantaged Business Enterprise

Name of Bidder _____

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Name of DBE Certificate Number	Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)	Description of Work	Amount to be Applied Towards Goal **
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

NOT APPLICABLE

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____ ***

- * Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.
- ** See the section "Counting DBE Participation Toward Meeting the Goal" in the Contract Document.
- *** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly.

Exhibit C

Electronic Exchange of 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 delineated).

B. Roadway Design Files

AutoCAD Civil 3D.

C. Computer Aided Drafting Files

AutoCAD Civil 3D.

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

The City of Olympia retains ownership of all electronic files created by the Consultant(s).

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

AutoCAD Civil 3D drawings, signed and sealed drawings, and PDEs.

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

AutoCAD Civil 3D base map drawings.

II. Any Other Electronic Files to Be Provided

Consultant shall provide all project-related documents, such as drawings, specifications, reports, and other pertinent information.

III. Methods to Electronically Exchange Data

FTP and email.

A. Agency Software Suite

AutoCAD Civil 3D, version 2013; Top Con tools; and Top Sun 8.

B. Electronic Messaging System

Fax, email, and voicemail.

C. File Transfers Format

FTP

Exhibit D-1 Payment (Lump Sum)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31. The estimate in support of the lump sum amount is attached hereto as Exhibit "D" and by this reference made part of this AGREEMENT.

- A. Lump Sum Agreement: Payment for all consulting services for this PROJECT shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.
 - 1. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of costs on a monthly basis. 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 rate, and present duties of those employees performing work on the PROJECT at the time of the interview.

- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT contingent 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) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

NOT APPLICABLE

Exhibit D-2 Payment (Cost Plus a Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.
1. Direct Salary Costs: The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Overhead Costs: Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. Fixed Rate: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. Actual Cost: If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Cost
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. 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.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.
4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed

the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.

- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section II, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT 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 PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent 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) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. 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.
 - d. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", 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 PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent 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) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit D-4 Payment (Provisional Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done based upon the provisional hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of the CONSULTANT'S last completed fiscal year and/or their current projected fiscal year. The provisional and/or audited rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

In the event re-negotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the re-negotiation accordingly. Any changes in the CONSULTANT'S fixed hourly rates may include salary or overhead adjustments.

2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
 - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
 - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
 - c. 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.

- d. All above charges must be necessary for the services provided under this AGREEMENT.
3. Management Reserve Fund: The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."4. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
4. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "E" 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 PROJECT at the time of the interview.
5. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its certification by the AGENCY after the completion of the work 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) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

6. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) 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 contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

NOT APPLICABLE

**Exhibit E-1
 Consultant Fee Determination - Summary Sheet
 (Lump Sum, Cost Plus Fixed Fee, Cost Per Unit of Work)**

Project: City of Olympia On-Call General Engineering Services

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
_____	_____	X	_____		\$ _____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____

Total DSC = \$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____

Reimbursables:

- Itemized _____
- Itemized _____
- Itemized _____
- Itemized _____
- Itemized _____

Subtotal (Consultant Total):

Subconsultant Costs (See Exhibit G):

Grand Total

Prepared By: _____

Date: _____

Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Discipline or Job Title	Hourly Rate	Overhead @ _____ %	Profit @ _____ %	Rate Per Hour
See Attached	See Attached	0	0	0

Exhibit E-2
Consultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule
West Olympia Access Study Interchange Justification Report

Parametrix, Inc.

Discipline or Job Title	Hourly Rate	Overhead 194.70%	Profit 30.00%	Rate Per Hour
Accounting/Finance Manager	55.19	107.45	16.56	179.20
Accounts Payable Specialist	29.79	58.00	8.94	96.73
Admin Assistant	23.77	46.28	7.13	77.18
Business Analyst I	36.77	71.59	11.03	119.39
Business Analyst II	45.17	87.95	13.55	146.67
Business Development Program Manager	91.06	177.29	27.32	295.67
CADD Operator I	26.41	51.42	7.92	85.75
CADD Operator II	29.35	57.14	8.81	95.30
CADD Operator III	36.23	70.54	10.87	117.64
CADD Services Manager	49.19	95.77	14.76	159.72
CADD Supervisor	40.86	79.55	12.26	132.67
Communications Specialist	32.61	63.49	9.78	105.88
Computer Support Technician	26.81	52.20	8.04	87.05
Constr Manager I	36.23	70.54	10.87	117.64
Constr Manager II	40.86	79.55	12.26	132.67
Constr Manager III	44.50	86.64	13.35	144.49
Constr Manager IV	49.19	95.77	14.76	159.72
Constr Technician I	29.35	57.14	8.81	95.30
Constr Technician II	32.61	63.49	9.78	105.88
Constr Technician III	36.23	70.54	10.87	117.64
Constr Technician IV	40.86	79.55	12.26	132.67
Contracts Administrator	29.79	58.00	8.94	96.73
Controller	61.01	118.79	18.30	198.10
Cultural Resources Specialist I	32.61	63.49	9.78	105.88
Cultural Resources Specialist II	36.23	70.54	10.87	117.64
Cultural Resources Specialist III	44.50	86.64	13.35	144.49
Cultural Resources Specialist IV	49.19	95.77	14.76	159.72
Designer I	32.61	63.49	9.78	105.88
Designer II	36.23	70.54	10.87	117.64
Designer III	44.50	86.64	13.35	144.49
Designer IV	49.19	95.77	14.76	159.72
Director of Finance	74.54	145.13	22.36	242.03
Director of Human Resources	74.54	145.13	22.36	242.03
Director of Information Technology	74.54	145.13	22.36	242.03
Director of Marketing	74.54	145.13	22.36	242.03
Director of Risk Management	91.06	177.29	27.32	295.67
Division Manager	74.54	145.13	22.36	242.03
Engineer I	32.61	63.49	9.78	105.88
Engineer II	36.23	70.54	10.87	117.64
Engineer III	44.50	86.64	13.35	144.49
Engineer IV	49.19	95.77	14.76	159.72
Engineering Technician I	26.41	51.42	7.92	85.75
Engineering Technician II	29.35	57.14	8.81	95.30
Environmental Technician I	26.41	51.42	7.92	85.75
Environmental Technician II	29.35	57.14	8.81	95.30
Environmental Technician III	32.61	63.49	9.78	105.88
Environmental Technician Trainee	23.77	46.28	7.13	77.18
Executive Assistant	40.86	79.55	12.26	132.67
Executive Assistant to CEO	40.86	79.55	12.26	132.67
Finance Analyst I	36.77	71.59	11.03	119.39
Finance Analyst II	45.17	87.95	13.55	146.67
Finance Assistant	26.81	52.20	8.04	87.05
GIS Analyst	32.61	63.49	9.78	105.88
GIS Technician	29.35	57.14	8.81	95.30
Graphic Designer	30.00	58.41	9.00	97.41
Human Resources Assistant	23.77	46.28	7.13	77.18
Human Resources Coordinator	29.35	57.14	8.81	95.30
Human Resources Generalist	32.61	63.49	9.78	105.88
Human Resources Manager	55.19	107.45	16.56	179.20
Human Resources Specialist	36.77	71.59	11.03	119.39
Hydrogeologist I	32.61	63.49	9.78	105.88
Hydrogeologist II	36.23	70.54	10.87	117.64
Hydrogeologist III	44.50	86.64	13.35	144.49
Hydrogeologist IV	49.19	95.77	14.76	159.72
Information Resources Manager	36.77	71.59	11.03	119.39
Intern	23.77	46.28	7.13	77.18
IT Manager	55.19	107.45	16.56	179.20
Jr. Cultural Resources Specialist	26.81	52.20	8.04	87.05
Jr. Engineer	26.81	52.20	8.04	87.05
Jr. Hydrogeologist	26.81	52.20	8.04	87.05
Jr. Planner	26.41	51.42	7.92	85.75
Jr. Scientist	26.41	51.42	7.92	85.75
Jr. Surveyor	26.41	51.42	7.92	85.75

Discipline or Job Title	Hourly Rate	Overhead 194.70%	Profit 30.00%	Rate Per Hour
Marketing Assistant	26.41	51.42	7.92	85.75
Marketing Coordinator	36.77	71.59	11.03	119.39
Marketing Manager	49.19	95.77	14.76	159.72
Office Administrative Manager	44.50	86.64	13.35	144.49
Office Administrator	32.61	63.49	9.78	105.88
Operations Manager	74.54	145.13	22.36	242.03
Payroll Specialist	26.41	51.42	7.92	85.75
Planner I	32.61	63.49	9.78	105.88
Planner II	36.23	70.54	10.87	117.64
Planner III	44.50	86.64	13.35	144.49
Planner IV	49.19	95.77	14.76	159.72
Principal	81.17	158.04	24.35	263.56
Principal Consultant	91.06	177.29	27.32	295.67
Programmer I	26.81	52.20	8.04	87.05
Programmer II	36.77	71.59	11.03	119.39
Project Accountant	29.35	57.14	8.81	95.30
Project Controls Specialist	36.23	70.54	10.87	117.64
Project Coordination Supervisor	36.23	70.54	10.87	117.64
Project Coordinator	29.79	58.00	8.94	96.73
Project Delivery Manager	66.44	129.36	19.93	215.73
Project Delivery Officer	66.44	129.36	19.93	215.73
Project Delivery Specialist	61.01	118.79	18.30	198.10
Project Planning and Controls Manager	74.54	145.13	22.36	242.03
Publications Specialist I	26.81	52.20	8.04	87.05
Publications Specialist II	36.77	71.59	11.03	119.39
Publications Supervisor	45.17	87.95	13.55	146.67
Regional Division Manager	81.17	158.04	24.35	263.56
Scientist/Biologist I	32.61	63.49	9.78	105.88
Scientist/Biologist II	36.23	70.54	10.87	117.64
Scientist/Biologist III	44.50	86.64	13.35	144.49
Scientist/Biologist IV	49.19	95.77	14.76	159.72
Software Engineer	44.50	86.64	13.35	144.49
Sr. Accounts Payable Specialist	29.35	57.14	8.81	95.30
Sr. Administrative Assistant	26.81	52.20	8.04	87.05
Sr. Business Analyst	55.19	107.45	16.56	179.20
Sr. Communications Specialist	45.17	87.95	13.55	146.67
Sr. Construction Manager	67.44	131.31	20.23	218.98
Sr. Construction Technician	44.50	86.64	13.35	144.49
Sr. Consultant	81.17	158.04	24.35	263.56
Sr. Contracts Administrator	36.23	70.54	10.87	117.64
Sr. Cultural Resources Specialist	66.44	129.36	19.93	215.73
Sr. Designer	66.44	129.36	19.93	215.73
Sr. Engineer	66.44	129.36	19.93	215.73
Sr. Finance Analyst	55.19	107.45	16.56	179.20
Sr. GIS Analyst	36.23	70.54	10.87	117.64
Sr. Graphic Designer	30.00	58.41	9.00	97.41
Sr. Human Resources Generalist	44.50	86.64	13.35	144.49
Sr. Human Resources Specialist	45.17	87.95	13.55	146.67
Sr. Hydrogeologist	66.44	129.36	19.93	215.73
Sr. Information Resources Specialist	45.17	87.95	13.55	146.67
Sr. Marketing Coordinator	44.50	86.64	13.35	144.49
Sr. Office Administrator	36.23	70.54	10.87	117.64
Sr. Payroll Specialist	36.77	71.59	11.03	119.39
Sr. Planner	66.44	129.36	19.93	215.73
Sr. Project Accountant	32.61	63.49	9.78	105.88
Sr. Project Controls Specialist	45.17	87.95	13.55	146.67
Sr. Project Coordinator	32.61	63.49	9.78	105.88
Sr. Publications Specialist	45.17	87.95	13.55	146.67
Sr. Scientist/Biologist	66.44	129.36	19.93	215.73
Sr. Software Engineer	55.19	107.45	16.56	179.20
Sr. Surveyor	44.50	86.64	13.35	144.49
Sr. Surveyor of Operations	66.44	129.36	19.93	215.73
Sr. Systems Administrator	55.19	107.45	16.56	179.20
Sr. Technical Aide	26.41	51.42	7.92	85.75
Sr. Technical Editor	45.17	87.95	13.55	146.67
Staff Accountant	32.61	63.49	9.78	105.88
Surveying Supervisor	49.19	95.77	14.76	159.72
Surveyor I	29.35	57.14	8.81	95.30
Surveyor II	32.61	63.49	9.78	105.88
Surveyor III	36.23	70.54	10.87	117.64
Systems Administrator I	36.77	71.59	11.03	119.39
Systems Administrator II	45.17	87.95	13.55	146.67
Technical Aide	23.77	46.28	7.13	77.18
Technical Editor	32.61	63.49	9.78	105.88
Technical Lead	40.86	79.55	12.26	132.67

Discipline or Job Title	Hourly Rate	Overhead 194.70%	Profit 30.00%	Rate Per Hour
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Revised 6/05

Exhibit F Breakdown of Overhead Cost

Account Title	\$ Beginning Total	% of Direct Labor
Direct Labor	See Attached	?
Overhead Expenses:		
FICA		?
Unemployment		?
Health/Accident Insurance		?
Medical Aid & Industrial Insurance		?
Holiday/Vacation/Sick Leave		
Commission/Bonus/Pension		?
Total Fringe Benefits		?
General Overhead:		
State B&O Taxes		?
Insurance		?
Administration & Time Not Assignable		?
Printing, Stationery & Supplies		?
Professional Services		?
Travel Not Assignable		?
Telephone & Telegraph Not Assignable		?
Fees, Dues & Professional Meetings		?
Utilities & Maintenance		?
Professional Development		?
Rent		?
Equipment Support		?
Office, Miscellaneous & Postage		?
Total General Overhead		?
Total Overhead (General + Fringe)		?
Overhead Rate (Total Overhead / Direct Labor)	?	

EXHIBIT F

PARAMETRIX, INC.
Firmwide FAR Overhead Rate
For the Year Ended December 2012

	FAR Value	% direct labor
Direct Labor	\$ 15,635,693	
Payroll Taxes and Fringe Benefits		
Pension Plan	1,100,000	7.04%
Vacation, Sick, Holiday Pay	3,460,931	22.13%
Group Insurance	2,324,825	14.87%
Payroll Taxes and Fringe Benefits	<u>2,473,831</u>	<u>15.82%</u>
	\$ 9,359,586	59.86%
General and Administrative Expenses		
Indirect Salaries	10,895,875	69.69%
Building & Equipment	6,575,433	42.05%
Taxes and Insurance	1,581,580	10.12%
Professional Consulting Services	825,811	5.28%
Business Travel	206,794	1.32%
Office Supplies and Expense	454,757	2.91%
Training, Education, Prof. Licenses	<u>475,406</u>	<u>3.04%</u>
	\$ 21,015,657	134.41%
Total Overhead before FCM	\$ 30,375,243	194.27%
Facilities Cost of Money	\$ 67,784	0.43%
Total Allowable Overhead	\$ 30,443,027	194.70%
FAR Overhead Rate	<u>1.9470</u>	<u>194.70%</u>



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

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

July 9, 2013

Holli Moeini, CFO
Parametrix, Inc.
1002 15th Street, Suite 200
Auburn WA 98001-6502

Re: Parametrix, Inc. Indirect Cost Rate Schedule
Fiscal Year End December 28, 2012

Dear Ms. Moeini:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of Parametrix, Inc. as presented in the Statement of Direct Labor, Fringe Benefits and General Overhead for the year ending December 28, 2012, in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

The examination was performed by the independent CPA firm, Clark Nuber, P.S. The CPA represented that the audit was conducted in accordance with the Government Auditing Standards, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, and supporting workpapers for the Indirect Cost Rate, and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the fiscal year ending December 28, 2012, at 194.70% (rate includes Facilities Cost of Capital of 0.43%) of direct labor.

Please check with the WSDOT Consultant Services Office (HQ) and/or the WSDOT Area Consultant Liaison to determine when this reviewed rate will be applicable to your WSDOT agreement(s).

Ms. Moeini
July 9, 2013
Page 2

If you, or any representatives of Parametrix, Inc., have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,



Martha S. Roach
Agreement Compliance Audit Manager

MR:ds
Enclosures

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

Exhibit G Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

- 1. SCJ Alliance will be the lead on Interchange Justification Report and public outreach and communication. Also, SCJ Alliance will be providing design support on drainage and utilities.
- 2. Lochner will be supporting the civil and structural engineering components of the projects.
- 3. Shannon and Wilson will be provide support on the geotechnical engineering tasks.
- 4. Historical Research Associates, Inc. will be the lead on the historical and cultural resources tasks.

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: West Olympia Access--IJR

Sub Consultant: _____

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
_____	_____	X	_____	\$	_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____
_____	_____	X	_____		_____

Total DSC = \$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of _____ % x \$ _____ = _____

Fixed Fee (FF):

FF Rate x DSC of _____ % x \$ _____ = _____

Reimbursables:

Itemized _____ = _____

SubConsultant Total _____ = _____

Prepared By: _____

Date: _____

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Subconsultant				
SCJ Alliance; Lochner, Inc.; and Shannon and Wilson, Inc.; Historical Research Associates, Inc.				
Discipline or Job Title	Hourly Rate	Overhead @ _____ %	Profit @ _____ %	Rate Per Hour
See Attached.				

**Subconsultant Fee Determination Summary Sheet - Exhibit G-2
Specific Rates of Pay - Fee Schedule**



SCJ Alliance

Client: City of Olympia Public Works

Project: West Olympia Access - Interchange Justification Report Project

Job #: To be determined

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Rate Ranges NTE	Overhead 177.03% NTE	Fee 30.00% NTE	Total Hourly Billing Rates NTE
Principal Engineer	\$83.09	\$147.09	\$24.93	\$255.11
Principal Planner	\$76.00	\$134.54	\$22.80	\$233.34
Associate Principal	\$62.00	\$109.76	\$18.60	\$190.36
Senior Consultant	\$71.00	\$125.69	\$21.30	\$217.99
Sr. Project Manager	\$67.68	\$119.81	\$20.30	\$207.80
Project Manager	\$46.14	\$81.68	\$13.84	\$141.66
Project Engineer I	\$39.42	\$69.79	\$11.83	\$121.03
Senior Designer	\$36.60	\$64.79	\$10.98	\$112.37
Design Engineer	\$31.25	\$55.32	\$9.38	\$95.95
Sr. Planner	\$43.78	\$77.50	\$13.13	\$134.42
Planner	\$35.00	\$61.96	\$10.50	\$107.46
Sr. Transportation Planner	\$47.31	\$83.75	\$14.19	\$145.26
Traffic Analyst	\$32.00	\$56.65	\$9.60	\$98.25
Environmental Scientist	\$47.50	\$84.09	\$14.25	\$145.84
Engineering Tech II	\$27.00	\$47.80	\$8.10	\$82.90
Project Coordinator II	\$31.60	\$55.94	\$9.48	\$97.02
Project Coordinator I	\$24.01	\$42.50	\$7.20	\$73.72
Administrative Assistant	\$15.00	\$26.55	\$4.50	\$46.05
Project Accountant	\$49.04	\$86.82	\$14.71	\$150.57

Invoiced hourly billing rates may be less than the rate shown per job classification, but may not exceed the NTE rate.

Prepared by Perry Shea, P.E., Principal
email: perrys@scjalliance.com

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

West Olympia Access Study Interchange Justification Report

H.W. Lochner

Discipline or Job Title	Hourly Rate	Overhead % 187.26%	Profit % 30%	Rate Per Hour
Principal	\$92.50	\$173.22	\$27.75	\$293.47
Project Manager	\$90.00	\$168.53	\$27.00	\$285.53
Senior Civil Engineer	\$68.01	\$127.36	\$20.40	\$215.77
Senior Structural Engineer	\$79.18	\$148.27	\$23.75	\$251.21
Sr. Transportation Planner	\$62.45	\$116.94	\$18.74	\$198.13
Sr. Traffic Engineer	\$62.45	\$116.94	\$18.74	\$198.13
Sr. Environmental Planner	\$63.02	\$118.01	\$18.91	\$199.94
Structural Engineer	\$60.60	\$113.48	\$18.18	\$192.26
Jr. Structural Engineer	\$32.72	\$61.27	\$9.82	\$103.81
Civil Engineer	\$35.68	\$66.81	\$10.70	\$113.20
Jr. Civil Engineer	\$30.52	\$57.15	\$9.16	\$96.83
Traffic Engineer	\$53.62	\$100.41	\$16.09	\$170.11
Jr. Traffic Engineer	\$28.72	\$53.78	\$8.62	\$91.12
Planner	\$38.61	\$72.30	\$11.58	\$122.49
Senior Engineering/CAD Tech	\$38.00	\$71.16	\$11.40	\$120.56
CAD Tech	\$30.00	\$56.18	\$9.00	\$95.18
Project Control/Administration	\$27.94	\$52.32	\$8.38	\$88.64
Technical Writer	\$27.00	\$50.56	\$8.10	\$85.66
Graphics/Imaging	\$29.99	\$56.16	\$9.00	\$95.15
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00

* Effective June 21, 2014 rates will adjusted. Lochner will provide new rate table annually.

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

West Olympia Access Study Interchange Justification Report

Shannon & Wilson, Inc.

Discipline or Job Title	Hourly Rate	Overhead % 193.40%	Profit % 30%	Rate Per Hour
Professional I	\$23.19	\$44.85	\$6.96	\$75
Professional II	\$26.28	\$50.83	\$7.88	\$85
Professional III	\$29.38	\$56.82	\$8.81	\$95
Professional IV	\$32.47	\$62.80	\$9.74	\$105
Senior Professional	\$35.56	\$68.77	\$10.67	\$115
Principal Professional	\$38.65	\$74.75	\$11.60	\$125
Senior Proincipal Professional	\$44.84	\$86.72	\$13.45	\$145
Associate	\$51.02	\$98.67	\$15.31	\$165
Senior Associate	\$57.20	\$110.62	\$17.16	\$185
Vice President/Sr. V.P./President	\$72.67	\$140.54	\$21.80	\$235
Computer Analyst	\$41.74	\$80.73	\$12.52	\$135
Information Resources Specialist	\$35.56	\$68.77	\$10.67	\$115
Technician Services (I, II, III)	\$18.55	\$35.88	\$5.57	\$60
Senior Technical Services (Sr., IV)	\$29.38	\$56.82	\$8.81	\$95
Office Services (I, II, III)	\$17.01	\$32.90	\$5.10	\$55
Senior Office Services (Sr., V, IV)	\$27.83	\$53.82	\$8.35	\$90
Technician Services (I, II, III), Overtime	\$23.19	\$44.85	\$6.96	\$75
Sr. Technical Services (Sr., IV) Overtime	\$37.11	\$71.77	\$11.13	\$120
Office Services (I, II, III) Overtime	\$21.65	\$41.87	\$6.50	\$70
Sr. Office Services (Sr., V, IV) Overtime	\$35.56	\$68.77	\$10.67	\$115
		\$0.00	\$0.00	\$0
		\$0.00	\$0.00	\$0
		\$0.00	\$0.00	\$0
		\$0.00	\$0.00	\$0

Exhibit G-2
Subconsultant Fee Determination - Summary Sheet
(Specific Rates of Pay)
Fee Schedule

West Olympia Access Study Interchange Justification Report

Historical Research Associates

Discipline or Job Title	Hourly Rate	Overhead % <u>144.57%</u>	Profit % <u>30%</u>	Rate Per Hour
Senior Historian	\$37.92	\$54.82	\$11.38	\$104.12
Senior Archaeologist	\$46.10	\$66.65	\$13.83	\$126.58
Project Archaeologist	\$30.25	\$43.73	\$9.08	\$83.06
Architectural Historian	\$26.65	\$38.53	\$8.00	\$73.17
Research Archaeologist	\$24.27	\$35.09	\$7.28	\$66.64
GIS Specialist	\$23.56	\$34.06	\$7.07	\$64.69
Crew Chief	\$21.00	\$30.36	\$6.30	\$57.66
Crew Member	\$19.00	\$27.47	\$5.70	\$52.17
Computer System Specialist	\$33.30	\$48.14	\$9.99	\$91.43
Production Specialist	\$28.16	\$40.71	\$8.45	\$77.32
Project Administrator	\$24.72	\$35.74	\$7.42	\$67.87
Editor/Production Specialist	\$22.57	\$32.63	\$6.77	\$61.97
Proposal Coordinator	\$19.39	\$28.03	\$5.82	\$53.24
Logistic Coordinator	\$16.85	\$24.36	\$5.06	\$46.27
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00

**Historical Research Associates, Inc.
Schedule of Direct Labor, Fringe and Overhead Rates
for Federal and State Clients
For the Year Ended December 31, 2013**

Description	Total Reported	Disallowed Cost	FAR Reference	Net Allowable	% Direct Labor
Direct Labor	<u>\$ 2,044,741</u>			<u>\$ 2,044,741</u>	100.00%
Fringe Benefits					
Payroll Taxes	\$ 316,105	(18,269)	(1) FAR 31.201-6(e)(2)	\$ 297,836	
Group Insurance	319,827			319,827	
Workers' Compensation Insurance	32,058			32,058	
Retirement	147,629	(4,885)	(2) FAR 31.201-6(e)(2)	142,744	
Vacation, Holiday and Sick Pay	281,968			281,968	
Other Employee Benefits	47,090	(47,090)	(3) FAR 31.201-4(c) & 31.205-14	-	
Bonuses	360,597			360,597	
Total Fringe Benefits	<u>1,505,274</u>	<u>(70,244)</u>		<u>1,435,030</u>	70.18%
General Overhead					
Indirect Labor	854,825	(162,827)	(4) FAR 31.201-6(e)(2)	691,998	
Legal & Accounting	18,774	(4,895)	(5) FAR 31.201-4	12,864	
		(1,015)	(11) FAR 31.202		
Supplies	21,015	(1,952)	(11) FAR 31.202	19,063	
Computer - Training and Maintenance	141,944	(85,903)	(11) FAR 31.202	56,041	
Repairs & Maintenance	12,479			12,479	
Reproduction	696	(487)	(11) FAR 31.202	209	
Dues & Subscriptions	5,493			5,493	
Travel	43,690	(13,556)	(11) FAR 31.202	30,134	
Shipping & Postage	14,277	(725)	(11) FAR 31.202	13,552	
Rent	449,097			449,097	
Depreciation	52,844			52,844	
Temps/Consultants	9,792	(29)	(11) FAR 31.202	9,763	
Insurance	48,968	(15,344)	(6) FAR 31.205-19(e)(2)(v)	33,624	
Professional Development/Training	24,105			24,105	
Telephone	35,655	(360)	(11) FAR 31.202	35,295	
Internet	13,395			13,395	
Recruitment costs	467			467	
Proposal costs	3,178			3,178	
Board of Directors Meetings	12,000			12,000	
Charitable Contributions	2,518	(2,518)	(7) FAR 31.205-8 & 31.205-13(b)	-	
Marketing Costs	105,179	(105,179)	(8) FAR 31.205-1	-	
Interest & Bank Charges	58,388	(58,388)	(9) FAR 31.205-20	-	
Penalties & Fines	303	(303)	(10) FAR 31.205-15(a)	-	
Property & Revenue Taxes	45,539			45,539	
Total General Overhead	<u>1,974,621</u>	<u>(453,481)</u>		<u>1,521,140</u>	74.39%
Total Indirect Costs	<u>\$ 3,479,895</u>	<u>\$ (523,725)</u>		<u>\$ 2,956,170</u>	144.57%

The accompanying notes are an integral part of this schedule.

Historical Research Associates, Inc.
(an S Corporation)

**Schedule of Direct Labor,
Fringe and Overhead Rates for State
and Federal Clients
(With Independent Auditor's Reports Thereon)**

December 31, 2013

Historical Research Associates, Inc.

Schedule of Direct Labor, Fringe and Overhead Rates for State and Federal Clients For the Year Ended December 31, 2013

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Doyle & Associates, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

103 Tyler Way, Suite 2 ♦ P.O. Box 446

Lolo, MT 59847

Phone: (406) 273-0700 ♦ Fax: (406) 273-4300

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Historical Research Associates, Inc.
Missoula, Montana

Report on the Statement of Direct Labor, Fringe and Overhead Rates

We have audited the Statement of Direct Labor, Fringe and Overhead Rates for State and Federal Clients (the Schedule) of Historical Research Associates, Inc. (the Company) as of and for the year ended December 31, 2013, and the related notes to the Schedule.

Management's Responsibility for the Schedule

Management is responsible for the preparation and fair presentation of this schedule in accordance with the financial reporting provisions of the Federal Acquisition Regulations (FARs). Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of a Schedule that is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the schedule. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the schedule, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the schedule in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the

appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Schedule. FAR Part 31 was used as the primary basis for determining costs eligible for reimbursement under government contacts.

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

Opinion

In our opinion, the Schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits and general overhead of the Company as of December 31, 2013 for the year then ended in accordance with the financial reporting provisions of FARs as described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the Schedule, which describes the basis of accounting. The Schedule is prepared on the basis of the financial reporting provisions of FARs, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to comply with the requirements of FARs. Our opinion is not modified with respect to that matter.

Restriction on Use

This report is intended solely for the use and information of the Board of Directors and management of Historical Research Associates, Inc., the Montana Department of Transportation, and applicable government authorities related to contracts employing the cost principles of the Federal Acquisition Regulations and should not be used by anyone other than these specified parties.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 5, 2014, on our consideration of the Company's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control over financial reporting and compliance.

Doyle & Associates, P.C.

Lolo, Montana
March 5, 2014

Exhibit H

Title VI Assurances

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the 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 the 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 AGENCY, 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, 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 the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, 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 AGENCY, STATE 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 and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit I
Payment Upon Termination of Agreement
By the Agency Other Than for
Fault of the Consultant

(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the Project. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus any direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit J

Alleged Consultant Design Error Procedures

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

Step 1 – Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Highways and 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 H&LP, through the Region

Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.

- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 – Forward Documents to Highways and Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Highways and Local Programs Engineer to H&LP for their review and consultation with the FHWA. H&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, H&LP will request assistance from the Attorney General's Office for legal interpretation. H&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. H&LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit K

Consultant Claim Procedures

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

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

Step 1 – Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will 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 Highways and 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 Highways and 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.

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 Highways and 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.

Exhibit L
(To Be Used Only If Insurance Requirements Are Increased)

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ 0.00 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 0.00 .

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: \$ 0.00 .

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

Exhibit M-1(a)
Certification Of Consultant

Project No. STPUS-0920
Local Agency City of Olympia

I hereby certify that I am Dan McReynolds, PE and duly authorized representative of the firm of Parametrix, Inc. whose address is 1019 39th Avenue, SE, Suite 100 - Puyallup, WA 98374 and that neither I nor the above firm I here represent has:

- (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 the 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 available 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.

Date

Signature

Exhibit M-1(b)
Certification Of Agency Official

I hereby certify that I am the AGENCY Official of the Local Agency of City of Olympia, Washington, and that the consulting firm 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 available 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.

Date

Signature

Exhibit M-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-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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 antitrust 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 (I) (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, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Parametrix, Inc.

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-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 an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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 and not more than \$100,000 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 subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Consultant (Firm): Parametrix, Inc.

(Date)

(Signature) President or Authorized Official of Consultant

Exhibit M-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 15.401 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 agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____
Name _____
Title _____
Date of Execution*** _____

- * Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFQ No.).
- ** 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.

NOT APPLICABLE

Supplemental Signature Page for Standard Consultant Agreement	Consultant/Address/Telephone Parametrix, Inc. 1019 39th Avenue, SE, Suite 100 Puyallup, WA 98374
Agreement Number LA-8168	Project Title And Work Description West Olympia Access--IJR Engineering Consulting Services
Federal Aid Number STPUS-0920(009)	
Local Agency City of Olympia	

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, between the Local Agency of _____ City of Olympia, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By _____

By _____

Consultant Dan McReynolds, P.E. Principal

Agency Steve Hall, City Manager

By _____

By _____

Consultant _____

Agency _____

By _____

Agency _____

By _____

Agency _____