

RESOLUTION 2019-M

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES
CONSULTANT AGREEMENT WITH KPG, P.S. FOR IMPROVEMENTS ON
RAINIER AVENUE AND PENNSYLVANIA AVENUE**

WHEREAS, the Eatonville Town Council approved Resolution 2018-MM on December 10, 2018, accepting a grant from the Transportation Improvement Board (TIB) to fund full depth reclamation improvements to Rainier Avenue and Pennsylvania Avenue; and

WHEREAS, the Town is in need of a professional consulting firm to design and manage the full depth projects; and

WHEREAS, a notice of Request for Qualifications was posted on the Town of Eatonville website and advertised in the Dispatch newspaper on February 13, 2019 and February 20, 2019; and

WHEREAS, the Town received two RFQ's and, after holding interviews with both firms, determined that KPG, P.S. is the most qualified; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the attached professional services agreement with KPG, P.S., for improvements on Rainier Ave and Pennsylvania Ave not to exceed \$147,781.

Passed by the Council of the Town of Eatonville at a regular meeting this 22nd day of April, 2019.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's): KPG, P.S.	
Address 2502 Jefferson Ave., Tacoma WA 98402	Federal Aid Number
UBI Number 601-248-468	Federal TIN or SSN Number 91-1477622
Execution Date	Completion Date December 31, 2020
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Rainier Ave and Pennsylvania Ave Full Depth Reclamation	
Description of Work Improvements on Rainier Avenue and Pennsylvania Avenue will consist of full depth reclamation treatment with asphalt overlay as well as replacement of curb ramps to meet current ADA requirements. This effort will also include construction management services as outlined in the scope of work, Exhibit A.	
<input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes _____ <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$147,781

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:		If to CONSULTANT:	
Name:	<u>Mayor Mike Schaub</u>	Name:	<u>Olivia Paraschiv</u>
Agency:	<u>Town of Eatonville</u>	Agency:	<u>KPG, P.S.</u>
Address:	<u>201 Center St W</u>	Address:	<u>2502 Jefferson Avenue</u>
City:	<u>Eatonville</u>	City:	<u>Tacoma</u>
State:	<u>WA</u>	State:	<u>WA</u>
Zip:	<u>98328</u>	Zip:	<u>98402</u>
Email:	<u>mayor@eatonville-wa.gov</u>	Email:	<u>olivia@kpg.com</u>
Phone:	<u>360-832-3361</u>	Phone:	<u>253-627-0720</u>
Facsimile:	<u>360-832-3977</u>	Facsimile:	<u></u>

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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

V. Payment Provisions

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

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

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

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

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

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

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

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

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

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

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

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

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

Name: Mayor Mike Schuab
 Agency: Town of Eatonville
 Address: 201 Center Street West
 City: Eatonville State: WA Zip: 98328
 Email: mayor@eatonville-wa.gov
 Phone: 360-832-3361
 Facsimile: 360-832-3977

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

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

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

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

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESP"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

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

Olivia Paraschis
Signature

4/16/2019
Date

Signature

Date

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

Exhibit A

Scope of Work

Project No. KPG #19021

See Exhibit A, attached.

**Town of Eatonville
Rainier Ave and Pennsylvania Ave Full Depth Reclamation**

Scope of Work

KPG, P.S.
April 2, 2019

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates to complete the Rainier Ave and Pennsylvania Ave Full Depth Reclamation project. This Work will also provide construction management services as detailed below in Task 6.

The project limits along Rainier Ave is from Center St W to approximately 500 feet south. The project limits along Pennsylvania Ave is from Center St W to Carter St W, approximately 600 feet. Improvements on these streets shall consist of full depth reclamation treatment with asphalt overlay. The project will also replace curb ramps to meet current ADA requirements.

B. ASSUMPTIONS

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Right-of-way will not be delineated.
- Utility improvements are not part of this Scope of Work.
- Traffic Control Plans will not be developed under this Scope of Work.
- Plans will be developed using AutoCAD 2017 Civil 3D using KPG drafting standards.
- The City will be responsible for all permit fees.
- Construction Stormwater General Permit will not be required.
- Contract documents will be submitted to Transportation Improvement Board (TIB) for review and approval.
- The project will conduct maintenance activities and is therefore categorically exempt from SEPA, per WAC 197-11-800(3).
- The project is funded with Transportation Improvement Board (TIB) and local funds only.
- One part-time resident engineer, one full-time inspector which includes 8 hours of inspection time a day, and a half-time documentation specialist at 4 hours a day will be utilized during construction.

C. TOWN OF EATONVILLE PROVIDED ITEMS

The Town of Eatonville will provide/prepare the following, if available:

- Submittal reviews, comments, and approvals (1 set of comments per submittal)
- Mailing and postage for public notices
- Meeting room arrangements
- Sewer as-builts, including side sewer locations
- Water as-builts, including the location of side services

Exhibit A-1

- Street as-builts
- Title reports are not anticipated, but will be paid for as an extra (at direct cost) if required
- Permit fees

D. SCOPE OF WORK

TASK 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

This task covers the effort to manage the contract and to ensure the project meets the Town's expectations for schedule, budget, and quality of project. This Scope of Work assumes a nine (9) month contract duration:

- 1.1 Provide project administrative services including:
 - Preparation of monthly invoices
 - Preparation of monthly progress reports including amount spent and amount remaining for each task
 - Maintaining project files
 - Record keeping and project closeout
- 1.2 Provide project management services including:
 - Project staff management and coordination
 - KPG design team coordination meetings
 - Monitoring of schedule and budget
 - Miscellaneous correspondence including letters, emails, and phone calls
 - Coordination with TIB for final review and approval
- 1.3 QA/QC Review
 - Provide senior level review of all submittals
 - Provide constructability review of final submittal

Task 1 Deliverables:

- Monthly invoices with progress reports (9 months)
- KPG/Town meeting agendas and meeting notes

TASK 2 – SURVEY AND BASE MAPPING

- 2.1 KPG shall prepare base maps using the following methods:
 - Topographic survey will be utilized only at ADA ramp locations
 - Coordinate utility locates for underground utilities for inclusion on base maps. Field marking of utility locations will be performed by Private utility franchises, On-call, and the Town
- 2.2 KPG will supplement the surveyed base map by using:
 - Field measurements, available record drawings, and/or ortho-photography

Task 2 Deliverable:

- Base Map

Exhibit A-1

TASK 3 – 60% DESIGN

3.1 KPG shall prepare 60% plans and cost estimate. The following is the anticipated sheet count:

- 1 Cover Sheet
 - 1 Legend, Abbreviations, Alignment & Survey Control
 - 1 Typical Sections/Details
 - 4 Overlay Plans
 - 3 Curb Ramp Plans (horizontal layout only)
- 10 Total Sheets**

Task 3 Deliverables:

- 60% Design Submittal
 - Two (2) hard copies of 11x17 Plans, and Estimate
 - One (1) PDF copy of Plans and Estimate

TASK 4 – 100% DESIGN / BID DOCUMENTS

4.1 KPG shall address 60% comments and prepare 100% plans and cost estimate for review and approval by the Town and TIB. The following is the anticipated sheet count:

- 1 Cover Sheet
 - 1 Legend/Abbreviations/Alignment & Survey Control
 - 1 Typical Sections/Details
 - 4 Overlay Plans
 - 3 Curb Ramp Plans
- 10 Total Sheets**

4.2 KPG will prepare specifications for review and approval by the Town. Specifications will be based on 2018 WSDOT Standard Specifications, using contract boilerplate and general special provisions if provided by the Town.

4.3 KPG will finalize Bid Documents and assist with coordination with advertisement at Builders Exchange of Washington (BXWA). The Town is responsible for the fees related to advertising the project through BXWA.com

4.4 KPG will provide bid assistance including:

- Preparing addenda and respond to bidder questions relayed through the Town. It is assumed KPG will prepare up to two (2) addenda.
- KPG shall attend the bid opening, verify bids for accuracy, prepare bid tabulation, and provide recommendation for awards.
- KPG shall consolidate all addenda items and prepare a Conformed Set of Plans, Specifications, and Cost Estimate for the Town's use and files.

Task 4 Deliverables:

- 100% Design Submittal
 - Two (2) hard copies of 11x17 Plans, Estimate, and Specifications
 - One (1) PDF copy of Plans, Estimate, and Specifications
- Up to two (2) addenda and response to bidder questions
- Bid Tabulation: an electronic PDF copy

Exhibit A-1

- Recommendation for Award letter: an electronic PDF copy
- Conformed Set: (1) CD containing all PS&E documents including AutoCAD drawings, (2) 11X17 hard copies of Plans, (2) bound hard copies of Specifications.

TASK 5 – PUBLIC INVOLVEMENT

- 5.1 KPG shall conduct one (1) community open house meeting. It is anticipated that this meeting will occur at a Town-provided meeting place and all affected property owners will be invited. Meeting notifications to property owners will be provided by Town. The goals of this meeting will be to present the design to the property owners, address concerns, and obtain Temporary Construction Permits where required.

Task 5 Deliverables:

- Presentation materials for one public meeting
- Documentation of open house meeting including sign-in-sheet and comments

TASK 6 – CONSTRUCTION SERVICES

This task includes design support, project management, documentation control, inspection, materials testing, and contract administration during construction of the project. Level of service is based on a project duration of approximately **30 working days** of construction.

- 6.1 KPG shall provide administration services during construction. This effort will include the following elements:
- Review monthly expenditures
 - Prepare and submit project progress letters to the Town along with invoices describing construction management (CM) services provided each month
 - Prepare and submit reporting required by funding source(s), if any

Task 6.1 Deliverables:

- Monthly invoices

- 6.2 KPG shall provide Pre-Construction Services. This effort will include the following elements:
- Prepare an agenda for, distribute notices of, and conduct a Pre-Construction Conference to be held in the Town's offices. The design engineer, inspector, and document control specialist will attend the Pre-Construction Conference. KPG will prepare a written record of the meeting and distribute copies of the notes to all attendees and affected agencies, staff, etc.

Task 6.2 Deliverables:

- Pre-Construction Conference agenda with meeting minutes

6.3 Construction Services – Field

- 6.3.1 Inspection – KPG shall provide the services of one (1) full-time inspector during construction activities.

KPG's field inspection staff will perform the following duties as a matter of their daily activities:

Exhibit A-1

- i. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, Town, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the Standard Specifications.
- ii. Inspect material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance.
- iii. Document all material delivered to the job site in accordance with the LAG Manual & Construction Manual.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information. All daily inspection reports will adhere to WSDOT Local Agency Guidelines & Construction Manual.
- v. Prepare field records and documents to help assure the Project is administered in accordance with funding agency requirements. The Utilities will provide measurement and payment information to the consultant for development of monthly pay estimates.
- vi. Attend and actively participate in regular weekly construction meetings.
- vii. Take periodic digital photographs during the course of construction, and record locations.
- viii. Coordinate with the Town's traffic operations and maintenance personnel.
- ix. Monitor the Contractor's temporary traffic control operations for compliance with the Contract Documents and Town Standards.

Assumptions:

- KPG will provide observation services for 8 hours a day; the time that the contractor's personnel are on-site. The Inspector's work schedule will be approved by the Town. One additional hour a day will be required to complete field paperwork.
- KPG's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, KPG will reject non-conforming work, and pursue remedies in the interests of the Town, as detailed in the Contract Documents. KPG cannot guarantee the construction contractors' performance, and it is understood that KPG shall assume no responsibility for: proper construction means, methods, techniques; project site safety, safety precautions or programs; or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Town's expectations.
- If this project involves multiple site locations and multiple work zones, KPG's Inspector will monitor traffic control operations when on site. The Town will approve traffic control plans and assist with monitoring traffic control operations.

Exhibit A-1

- 6.3.2 Substantial Completion: Upon substantial completion of work, KPG will coordinate with the Town and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punch list' of items to be completed. A punch list and Certificate of Substantial Completion will be prepared by KPG and issued by the Town.

Task 6.3 Deliverables:

- Daily Construction Reports with project photos – submitted on a weekly basis
- Punch List, Certificate of Substantial Completion

6.4 Construction Services – Office

- 6.4.1 Document Control. Original documentation will be housed at the KPG's office, and filed in accordance with standard filing protocol to meet WSDOT Local Program Requirements. Document Control also consists of preparing Final Project Reports for the Town for TIB acceptance and includes:

- Final Estimate (Approving Authority File)
- Comparison of Preliminary and Final Quantities (Approving Authority File)
- Final Records as identified in WSDOT LAG (Approving Authority File)
- Record of Materials Samples and Tests
- Materials Certifications
- Affidavit of Wages Paid
- Release for the Protection of Property Owners and General Contractor

- 6.4.2 Weekly Meetings: Attend weekly meetings, including preparation of agenda, meeting notes, and distribution of notes to attendees. Outstanding issues to be tracked on a weekly basis. 8 meetings assumed.

- 6.4.3 Initial Schedule Review: Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.

- 6.4.4 Lump Sum Breakdown: Evaluate construction contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated with detailed data per WSDOT LAG Requirements.

- 6.4.5 Monthly Pay Requests: Prepare monthly requests for payment, review with the Town, contractor and approve as permitted. Utilize Town provided format for pay estimates, or Consultant format. Two estimates assumed.

- 6.4.6 Certified Payroll: Process and track all certified payroll per WSDOT Highways & Local Program Requirements. This includes verifying the initial payroll for compliance and 10% of all payrolls submitted thereafter. Tracking payroll each week. Payroll and payroll logs will adhere to WSDOT LAG requirements.

Exhibit A-1

- 6.4.7 Weekly Statement of Working Days: Prepare and issue weekly statement of working day report each week.
- 6.4.8 WSDOT & FHWA Reporting: Prepare and track all necessary reports per WSDOT Highways & Local Program Requirements. Periodically meet with WSDOT Highways and Local Programs staff as requested to review project status.
- 6.4.9 Subcontractor Documentation: Process / approve all required subcontractor documentation per WSDOT Highways & Local Program Requirements. Request to Sublets will be verified and logged. Certification for Federal Aid will be obtained from all subcontractors. This includes checking System Award Management System (SAMS), verifying OM/WBE, verifying business licensing, reviewing insurance documentation, verifying Town business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into WSDOT's subcontractor logs.
- 6.4.10 Audit Oversight: Provide oversight during audits performed by WSDOT Local Programs and others.
- 6.4.11 Physical Completion Letter: Following completion of all punch list work, prepare physical completion letter to the contractor and WSDOT, and recommend that Town and/or Utilities accept the project.
- 6.4.12 Project Closeout: Transfer all project documents to the Town for permanent storage if requested

Task 6.4 Deliverables:

- Meeting agendas and notes
- Monthly Pay Estimates
- WSDOT Reporting, if required
- Subcontractor Packets
- Physical Completion Letter
- Final Project Documents

6.5 Submittal / RFI Processing

- 6.5.1 Submittals: Perform review of Submittals.
- 6.5.2 Request for Information (RFI): Perform review of RFI's.
- 6.5.2 Record of Materials (ROM): The Consultant will prepare and update the ROM based on the Special Provisions and Plans for use on the project per the contract specifications and WSDOT/LAG requirements. Maintain the ROM according to WSDOT Local Programs Requirements. The ROM will track all of the materials delivered to the site including manufacturer/supplier, approved RAM's, QPL items, material compliance documentation, and all other required documentation.

Exhibit A-1

Task 6.5 Deliverables:

- Completed Record of Material for Material Certification

6.6 Change Management

- 6.6.1 Change Orders: The Consultant will develop change orders per the Town of Eatonville and WSDOT Local Programs Guidelines, provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. All change orders will be processed on the specified Town of Eatonville change order form and receive approval by WSDOT Local Programs and the Town prior to issuance.
- 6.6.2 Field Work Directives: The Consultant will prepare field work directives as necessary to keep the contractor on schedule.
- 6.6.3 Force Account: The Consultant will track the Contractor's force account labor, equipment and materials and provide payment according to WSDOT requirements. All force account calculations will be verified by the Consultant's Resident Engineer and double checked by the documentation specialist per WSDOT Construction Manual. All force account work will be approved by the Town of Eatonville.

Task 6.6 Deliverables:

- Change Order(s)
- Force Account Records

TASK 7 – GEOTECHNICAL ENGINEERING

Geotechnical investigation and recommendations will be necessary for the pavement design. See the attached Proposal from GeoDesign for additional information

- 7.1 KPG's effort under this task includes coordination with GeoDesign, review of reports and providing information such as plans, figures, and details to GeoDesign as required to complete their geotechnical investigation and report.



April 2, 2019

KPG, P.S.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Attention: Olivia Paraschiv, P.E.

Proposal
Pavement Engineering Services
Town of Eatonville
Rainier Ave and Pennsylvania Ave FDR Project
Eatonville, Washington
GeoDesign Project: KPG-106-01

INTRODUCTION

GeoDesign, Inc. is pleased to submit this proposal for pavement engineering services for the Rainier Avenue N and Pennsylvania Avenue N full-depth reclamation (FDR) project in Eatonville, Washington (Town). Our information is based on recent e-mail communications. We understand pavement rehabilitation recommendations are desired for a portion of Pennsylvania Avenue N from Center Street W to Carter Street W and a portion of Rainier Avenue N from Center Street W to approximately 500 feet south of Center Street W.

The project consists of designing an FDR for the referenced streets. Our pavement engineering services will include dynamic cone penetrometer (DCP) testing, laboratory testing, pavement analysis, and pavement design recommendations for the road segments identified above.

We are proposing DCP testing for evaluating the existing pavement and subgrade stiffness characteristics. We understand that the Town plans to replace water lines along both referenced streets before beginning the FDR project. We further understand that you would like us to coordinate with the Town to perform our subsurface explorations and DCP testing in coordination with the Town's excavation work for the water lines. Our pavement design recommendations will include options for pavement rehabilitation. We will coordinate our activities with KPG and appropriate Town personnel to schedule our field work in conjunction with the Town's planned water line replacement work.

SCOPE OF SERVICES

The project includes subsurface explorations to assist in providing pavement rehabilitation recommendations. We propose the following specific scope of services for this project:

- We anticipate that traffic control plans, right-of-way permits, and traffic control will be provided by the Town as part of the water line replacement project.
- Explore subsurface conditions in the existing pavement by observing isolated locations along the water line trench excavations. Prepare a summary log for each isolated location observed and collect samples representative of the subsurface materials encountered.
- Perform laboratory tests on select samples. We estimate up to six moisture content determinations and up to four percent fines tests (particles by dry weight passing the U.S. Standard No. 200 sieve).
- Conduct DCP testing of the materials beneath the asphalt concrete surfacing at select locations where the pavement has been removed for the water line replacement project.
- Estimate subgrade resilient modulus at each DCP test location based on the results of our observations and testing.
- Analyze traffic loadings based on traffic count and classification counts provided by the Town.
- Evaluate rehabilitation options based on the above-referenced information.
- Provide pavement structural designs for the recommended section.
- Provide recommendations for materials and construction.
- Provide a report presenting our findings and recommendations.

SCHEDULE

We will schedule our services following your written authorization to proceed. Our field services will be conducted in coordination with the Town's water line replacement project. Our report will be issued approximately two to three weeks following completion of the field exploration.

FEE

We propose that our services be provided in accordance with the Schedule of Charges and General Conditions that are attached to and part of this proposal. We propose to conduct the scope of services described above on a time-and-materials basis for a not-to-exceed fee of \$9,029.

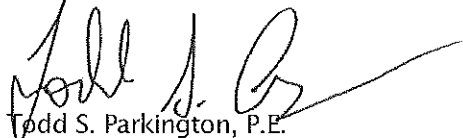
Our cost estimates are based on the assumption that our field work will be conducted over two days: one day at Pennsylvania Avenue N and another day at Rainier Avenue N. A detailed summary of our estimate is attached.

◆ ◆ ◆

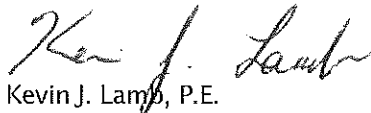
We appreciate the opportunity to submit this proposal. Please call if you have questions regarding this submittal. To formally authorize our services, return a signed copy of this proposal.

Sincerely,

GeoDesign, Inc.



Todd S. Parkington, P.E.
Associate Engineer



Kevin J. Lamb, P.E.
Principal Engineer

TSP:KJL:sn

Attachments

One copy submitted (via email only)

Document ID: KPG-106-01-040219-geop.docx

© 2019 GeoDesign, Inc. All rights reserved.

The scope of services and terms described herein are accepted, and GeoDesign, Inc. is authorized to proceed.

_____	by	_____
Organization		Signature*
_____		_____
Date		Printed Name

		Title

*Individual with contracting authority and responsible for payment of GeoDesign, Inc.'s fees.

GeoDesign, Inc. FEE SUMMARY

Project: KPG- Town of Eatonville- Rainier Ave and Pennsylvania Ave
 Job No. KPG-106-01

Date 4/1/2019

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2017 Standard Schedule
GeoDesign OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

Fixed Fee

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet

PROJECT PHASES OR TASKS

SCOPE: Geotechnical Pavement Study - Report with rehabilitation and/or reconstruction recommendations. Observe waterline trench excavation and perform DCP testing at up to 6 locations using DCP tests at the core locations.

	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	Total Hours	Labor Rate	Cost
CLASSIFICATION						
1. Principal	0.5	2.0		2.5	\$209.00	\$523
2. Senior Associate	2.0	19.0		17.0	\$191.00	\$3,247
3. Associate					\$179.00	
4. Senior Project Manager					\$164.00	
5. Project Manager II					\$144.00	
6. Project Manager I					\$144.00	
7. Senior Technical Specialist					\$163.00	
8. Technical Specialist II					\$149.00	
9. Technical Specialist I		4.0		4.0	\$135.00	\$540
10. Staff II					\$125.00	
11. Staff I	28.0			28.0	\$113.00	\$3,164
12. Sr Tech					\$99.00	
13. Sr Tech					\$85.00	
14. CAD		2.0		2.0	\$95.00	\$190
15. Tech II					\$89.00	
16. Tech I					\$77.00	
17. Senior Project Assistant		4.0		4.0	\$91.00	\$364
18. Proj Assistant	0.5	2.0		2.5	\$84.00	\$210
19. Support Staff		1.0		1.0	\$72.00	\$72
SUBTOTAL - Labor	\$3,693	\$4,617		61.0	\$8,310	\$8,310

OVERHEAD (OH) COST (including Salary Additives)

FIXED FEE (FF):

SUBTOTAL LABOR	\$3,693	\$4,617				\$8,310
-----------------------	----------------	----------------	--	--	--	----------------

	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	Unit	Rate	Extended
EQUIPMENT						
VEHICLE - GeoDesign - 1	2			Day	\$21.00	\$42
VEHICLE - Mileage	300			Mile	\$0.540	\$162
SAMPLING - GEO - MISC Sampling Equipment	2			Day	\$11.00	\$22
-						
-						
-						
-						
-						
-						
SUBTOTAL EQUIPMENT	\$226					\$226.00

	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	Unit	Rate	Extended
REIMBURSABLES:						
Reproduction - Copy (BAW)		100		each	\$0.12	\$12.00
Reproduction - Copy (COLOR) 11 x 17		10			\$1.50	\$15.00
Find Rate Subsistence				day	\$192.00	
-						
-						
-						
-						
-						
SUBTOTAL REIMBURSABLES		\$27				\$27.00

	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	Unit	Rate	Extended
LABORATORY TESTING:						
Moisture - Oven	6			ea	\$25	\$150
Particle Size Analysis Percent passing #200	4			ea	\$79	\$316
-						
-						
SUBTOTAL LABORATORY	\$466					\$466.00

GeoDesign Charges SubTotal	\$4,385	\$4,644				\$9,029
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	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	SUBTOTAL	HC	Extended
SUBCONTRACTORS (include tax when applicable)						
Drilling Subcontractor						
Traffic Control Subcontractor						
SUBTOTAL SUBCONSULTANTS incl HC						

	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors
ACTUAL SUBTOTAL BY PHASE incl HC	\$4,385	\$4,644	
	\$4,389	\$4,650	

TOTALS	\$9,029
Task 1, Task 2, and Subcontractors	\$9,029

GEOTECHNICAL AND GEOLOGICAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 72	Los Angeles Deputy Grading Inspector	\$100
Project Assistant	\$ 84	Technical Specialist I	\$135
Senior Project Assistant	\$ 91	Technical Specialist II	\$149
Technician I	\$ 77	Senior Technical Specialist	\$163
Technician II	\$ 89	Project Manager I	\$144
Senior Technician	\$ 95	Project Manager II	\$153
CAD	\$ 95	Senior Project Manager	\$164
Senior CAD Technician	\$105	Associate	\$179
Staff I	\$ 99	Senior Associate	\$191
Staff II	\$113	Principal	\$209
Staff III	\$125		

Equipment	Rate
Air compressor, generator (per day)	\$ 55
Cement amending field tool	\$ 22
Cement scale and pan (per day)	\$ 28
Core drill (per day)	\$ 221
Cross-hole sonic logger (CSL) (per day)	\$ 496
Data recorder (VW MiniLogger and vibrating wire piezometer)	\$ 12
Datalogger (per day; maximum \$42 per week, maximum \$105 per month)	\$ 12
Digital camera (per day)	\$ 11
Drilled shaft inspection camera (DSIC) (per day; maximum \$1,874 per week)	\$ 992
Drive probe	\$ 11
Dynamic cone penetrometer (DCP) drive probe	\$ 105
Field California bearing ratio (CBR) equipment (per day)	\$ 243
Falling weight deflectometer (FWD) (per day)	\$1,869
Falling weight deflectometer (FWD) with GPR (per day)	\$3,192
Geotech Field Equipment	\$ 11
Global positioning system (GPS) – differential (per day)	\$ 105
Global positioning system (GPS) – hand-held (per day)	\$ 32
Ground penetrating radar (GPR) – cart mounted (per day)	\$ 551
Ground penetrating radar (GPR) – truck mounted (per day)	\$1,323
Hand auger (per day)	\$ 39
Hydroacoustic monitoring equipment (per day)	\$ 276
Nuclear density gauge equipment (per hour)	\$ 11
Pile Driving Analyzer® (PDA) (per day)	\$ 551
Pile Integrity Tester (per day)	\$ 221
Resistivity meter (per day)	\$ 110
Slope inclinometer equipment (per casing)	\$ 160
Soil samples in brass or stainless sleeves (per sample)	\$ 11
Soil samples in rings (per sample)	\$ 11
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)	\$11.55 – 55.65
Total Station – Survey Equipment (per hour)	\$ 55
Vehicle (company) usage (full day, plus \$0.63 per mile charge)	\$ 22
Vehicle (personal) usage (per mile)	\$ 0.63
Vibrating wire piezometer	\$ 551
Vibration monitoring equipment (per day; maximum \$278 per week, maximum \$819 per month)	\$ 58

Reproduction	Black/White	Color
8 ½ x 11 (per finished page)	\$ 0.10	\$ 0.16
11 x 17 (per finished page)	\$ 0.20	\$ 0.32
C- or D-size plots (per finished plot)	\$25.00	\$25.00
D-size scan		\$12.50

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

GEOTECHNICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D 4318-05)	\$ 179
CBR with 3-Point Proctor (ASTM D 1883-07)	\$ 683
Compaction (ASTM D 1557-07/ASTM D 698-07; Methods A, B, and C)	
1 point	\$ 105
4 points	\$ 252
Consolidation (ASTM D 2435-04; with two timed rebounds)	\$ 462
Direct Shear (ASTM D 3080-04)	
1 point	\$ 255
3 points	\$ 486
Moisture Content - Oven Method (ASTM D 2216-05)	\$ 28
Moisture/Density (ASTM D 7263)	
Rings	\$ 41
Shelby tubes	\$ 41
Organic Content (ASTM D 2974)	\$ 93
Particle-Size Analysis	
Sieve (ASTM C 117-04/ASTM C 136-06) (includes -200 Wash, Dry Sieve)	\$ 139
Percent passing No. 200 (ASTM C 117-04/ASTM D 1140-00)	\$ 87
Combined sieve and hydrometer (ASTM D 422-63)	\$ 232
Oversize sieve analysis (ASTM C 117-04/ASTM C 136-06)	\$ 232
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 406
In triaxial cell with back pressure saturation (ASTM D 5084-03)	\$ 463
Flex wall with triaxial compression (ASTM D 5084/ASTM D 4767)	\$ 627
pH of Soil (ASTM G 51)	\$ 93
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 662
Remolded sample (includes compaction and sample preparation)	\$ 992
Rice Density (ASTM D 2041)	\$ 139
Soil Resistivity (ASTM G 57)	\$ 214
Specific Gravity	
Bulk Specific Gravity - Asphalt (Parafilm coated) (ASTM D 1188)	\$ 52
Maximum Specific Gravity - Asphalt (Rice) (ASTM D 2041)	\$ 105
Bulk Specific Gravity - Asphalt (ASTM D 2726)	\$ 18
Coarse Aggregate (ASTM C 127)	\$ 83
Fine Aggregate (ASTM C 128)	\$ 110
Soil (ASTM D 854)	\$ 116
Swell (ASTM D 4546)	
Method A	\$ 365
Method B	\$ 255
Method C	\$ 637
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D 2850-03)	\$ 353
Consolidated, undrained, 1 point (ASTM D 4767-06)	\$ 463
Consolidated, undrained, strength envelope (ASTM D 4767-06)	\$1,389
Load-controlled cyclic (ASTM D 5311)	\$1,389
Unconfined Compression	
Unconfined compression of undisturbed soil samples (ASTM D 2166-06)	\$ 133
Unconfined compression of cement-treated soils (ASTM D 1633-00)	\$ 90
Sample preparation (per hour)	\$ 72

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

Exhibit B
DBE Participation/SBE Plan

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

Not Applicable

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

- I. Surveying, Roadway Design & Plans Preparation Section
 - A. Survey Data

N/A

- B. Roadway Design Files

N/A

- C. Computer Aided Drafting Files

N/A

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

Agency retains the right to review all deliverables listed in the Scope of Work as shown in Exhibit A.

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

See Exhibit A.

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

See Exhibit A.

II. Any Other Electronic Files to Be Provided

See Exhibit A.

III. Methods to Electronically Exchange Data

E-mail, Compact Disk, DVD and/or Flash Drive

A. Agency Software Suite

Microsoft Windows

B. Electronic Messaging System

Microsoft Office Outlook

C. File Transfers Format

Adobe pdf, ZIP files, Microsoft Office

Exhibit D
Prime Consultant Cost Computations

See Exhibit D, attached.

PRIME CONSULTANT COST COMPUTATIONS

Client: Town of Eastville
 Project: 1231st Ave and Pecos/Victoria Ave Flood Depth Reclamation
 WFO PROJECT NUMBER: 19021
 DATE: April 2, 2019

Exhibit D

Task No.	Task Description	Labor Hour Estimate																Total Hour and Labor Fee Estimate by Task		
		Principal	Engineering Mgr	Principal Architect	Sr. Engineer	Construction Mgr	Sr. Traffic Planner	Project Engineer	Senior Cost Observer	Resident Engineer	Architecture Technician	Documentation Specialist	Construction Observer II	Engineering Technician	Survey Crew I	Survey Crew II	Office Admin	Engineering Assistant	Hours	Fee
Task 1 - Management / Coordination / Administration																				
1.1	Project Administrative Services (approx 6 months)					6							3				6	20	\$ 2,678.00	
1.2	Project Management (approx 6 months)					6												6	\$ 1,168.00	
1.3	COMC Reviews	4	4															12	\$ 2,524.00	
	Task Total	4	4			16							3				6	38	\$ 6,370.00	
Task 2 - Survey and Base Mapping																				
2.1	Field Survey and Prepare Base Map							12				10						22	\$ 3,650.00	
2.2	Supplement Base Map with Field Measurements							10										10	\$ 1,620.00	
	Task Total							22				10						32	\$ 4,280.00	
Task 3 - 60% Design																				
3.1	100% Plans and Estimate					8		42				30						80	\$ 13,522.00	
	Task Total					8		42				30						80	\$ 13,522.00	
Task 4 - 100% Design / BM Documents																				
4.1	100% Plans and Estimate					10		24				24						74	\$ 9,698.00	
4.2	100% Specifications					40		0								3		43	\$ 6,790.00	
4.3	BM Documents					4		16									3	33	\$ 4,652.00	
4.4	Bid Assistance					4		5										12	\$ 1,658.00	
	Task Total					58		55				24						116	\$ 23,672.00	
Task 5 - Public Involvement																				
5.1	Open House					4		4										12	\$ 1,644.00	
	Task Total					4		4										12	\$ 1,644.00	
Task 6 - Construction Services																				
6.1	Construction Admin Services (approx 6 weeks)					6					48						24	78	\$ 9,312.00	
6.2	Plan Construction Services					4					8							12	\$ 1,680.00	
6.3	Field Services																	270	\$ 26,700.00	
6.4	Office Services					4					32							36	\$ 4,752.00	
6.5	Submittal / RFI Processing					18					12							30	\$ 3,840.00	
6.6	Change Management					4					24							28	\$ 3,752.00	
	Task Total					34					124						24	434	\$ 54,036.00	
Task 7 - Geotechnical Engineering																				
7.1	Coordination with Geotechnical					4					4							8	\$ 1,280.00	
	Task Total					4					4							8	\$ 1,280.00	
	Total Labor Hours and Fee	4	4			124					124		64				34	1,010	\$ 126,782.00	
Subconsultants																				
																Geotechnical - GeoDesign	\$ 8,028.00			
																Materials Testing - Johnson	\$ 16,000.00			
																Survey	\$ 19,000.00			
																Total Subconsultant Expense	\$ 43,028.00			
Reimbursable Direct Non-Salary Costs																				
																Mississippi Council (RFR) 2018	\$ 1,800.00			
																Reproduction Allowance	\$ 500.00			
																Total Reimbursable Expense	\$ 2,300.00			
																Total Maximum Amount Payable	\$ 147,781.00			

KPG, PS
Summary of Direct Labor Costs
Effective January 1, 2019 through December 31, 2019

Classification	Hourly Billing Rate
Principal	232
Engineering Manager	210
Senior Engineer	184
Sr. Project Engineer	166
Project Engineer	140
Design Engineer	117
Engineering Technician	100
Technician	92
Engineering Assistant	77
Principal Architect	200
Aviation Manager	184
Senior Architect	150
Architecture Technician II	117
Architecture Technician I	100
Survey Manager	210
Survey Crew II (W/Equip)	216
Survey Crew I (W/Equip)	166
Project Surveyor	140
Survey Technician	117
Survey Assistant	77
Urban Design Manager	166
Project Landscape Architect	128
Landscape Technician	92
Senior Transportation Planner	150
Transportation Planner	100
Senior Construction Manager	210
Construction Manager	166
Senior Resident Engineer	140
Resident Engineer	125
Construction Office Engineer	125
Senior Construction Observer	128
Construction Observer II	110
Construction Observer I	92
Construction Technician	77
Document Control Specialist	115
Document Control Admin	77
Construction Assistant	77
CAD Manager	150
Senior CAD Technician	117
CAD Technician	100
Business Manager	150
Senior Admin	115
Office Admin	92
Office Assistant	77
Subs billed at cost.	
Reimbursables billed at actual costs.	
Mileage billed at the current approved IRS mileage rate.	



**Washington State
Department of Transportation**

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

April 19, 2018

KPG, P.S.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Subject: Acceptance FYE 2017 ICR – Risk Assessment Review

Dear Ms. Suzy Rowe:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2017 ICR of 146.70%. These rates are applicable to Washington Local Agency Contracts only. These rates may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

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

Regards;

Jonson, Erik
Apr 20 2018 8:02 AM

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit E

Sub-consultant Cost Computations

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

Geotechnical Svs - GeoDesign - \$9,029

TBD - Materials Testing - \$10,000



April 2, 2019

KPG, P.S.
3131 Elliott Avenue, Suite 400
Seattle, WA 98121

Attention: Olivia Paraschiv, P.E.

Proposal
Pavement Engineering Services
Town of Eatonville
Rainier Ave and Pennsylvania Ave FDR Project
Eatonville, Washington
GeoDesign Project: KPG-106-01

INTRODUCTION

GeoDesign, Inc. is pleased to submit this proposal for pavement engineering services for the Rainier Avenue N and Pennsylvania Avenue N full-depth reclamation (FDR) project in Eatonville, Washington (Town). Our information is based on recent e-mail communications. We understand pavement rehabilitation recommendations are desired for a portion of Pennsylvania Avenue N from Center Street W to Carter Street W and a portion of Rainier Avenue N from Center Street W to approximately 500 feet south of Center Street W.

The project consists of designing an FDR for the referenced streets. Our pavement engineering services will include dynamic cone penetrometer (DCP) testing, laboratory testing, pavement analysis, and pavement design recommendations for the road segments identified above.

We are proposing DCP testing for evaluating the existing pavement and subgrade stiffness characteristics. We understand that the Town plans to replace water lines along both referenced streets before beginning the FDR project. We further understand that you would like us to coordinate with the Town to perform our subsurface explorations and DCP testing in coordination with the Town's excavation work for the water lines. Our pavement design recommendations will include options for pavement rehabilitation. We will coordinate our activities with KPG and appropriate Town personnel to schedule our field work in conjunction with the Town's planned water line replacement work.

SCOPE OF SERVICES

The project includes subsurface explorations to assist in providing pavement rehabilitation recommendations. We propose the following specific scope of services for this project:

- We anticipate that traffic control plans, right-of-way permits, and traffic control will be provided by the Town as part of the water line replacement project.
- Explore subsurface conditions in the existing pavement by observing isolated locations along the water line trench excavations. Prepare a summary log for each isolated location observed and collect samples representative of the subsurface materials encountered.
- Perform laboratory tests on select samples. We estimate up to six moisture content determinations and up to four percent fines tests (particles by dry weight passing the U.S. Standard No. 200 sieve).
- Conduct DCP testing of the materials beneath the asphalt concrete surfacing at select locations where the pavement has been removed for the water line replacement project.
- Estimate subgrade resilient modulus at each DCP test location based on the results of our observations and testing.
- Analyze traffic loadings based on traffic count and classification counts provided by the Town.
- Evaluate rehabilitation options based on the above-referenced information.
- Provide pavement structural designs for the recommended section.
- Provide recommendations for materials and construction.
- Provide a report presenting our findings and recommendations.

SCHEDULE

We will schedule our services following your written authorization to proceed. Our field services will be conducted in coordination with the Town's water line replacement project. Our report will be issued approximately two to three weeks following completion of the field exploration.

FEE

We propose that our services be provided in accordance with the Schedule of Charges and General Conditions that are attached to and part of this proposal. We propose to conduct the scope of services described above on a time-and-materials basis for a not-to-exceed fee of \$9,029.

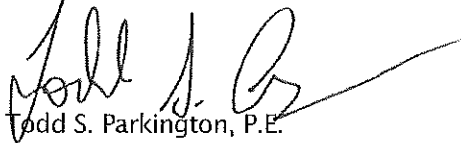
Our cost estimates are based on the assumption that our field work will be conducted over two days: one day at Pennsylvania Avenue N and another day at Rainier Avenue N. A detailed summary of our estimate is attached.

◆ ◆ ◆

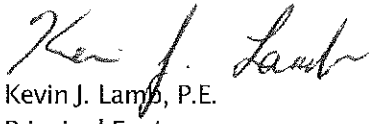
We appreciate the opportunity to submit this proposal. Please call if you have questions regarding this submittal. To formally authorize our services, return a signed copy of this proposal.

Sincerely,

GeoDesign, Inc.



Todd S. Parkington, P.E.
Associate Engineer



Kevin J. Lamb, P.E.
Principal Engineer

TSP:KJL:sn

Attachments

One copy submitted (via email only)

Document ID: KPG-106-01-040219-geop.docx

© 2019 GeoDesign, Inc. All rights reserved.

The scope of services and terms described herein are accepted, and GeoDesign, Inc. is authorized to proceed.

_____	by	_____
Organization		Signature*
_____		_____
Date		Printed Name

		Title

*Individual with contracting authority and responsible for payment of GeoDesign, Inc.'s fees.

GeoDesign, Inc. FEE SUMMARY

Project: KPG- Town of Eatonville- Rainier Ave and Pennsylvania Ave
 Job No. KPG-106-01

Date 4/1/2019

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2017 Standard Schedule
GeoDesign OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

Fixed Fee

GEODESIGN LABOR - Summary from Geodesgn Hours Worksheet

PROJECT PHASES OR TASKS

SCOPE: Geotechnical Pavement Study - Report with rehabilitation and/or reconstruction recommendations. Observe waterline trench excavation and perform DCP testing at up to 6 locations using DCP tests at the core locations.

	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	Total Hours	Labor Rate	Cost
CLASSIFICATION						
1. Principal	0.5	2.0		2.5	\$209.00	\$523
2. Senior Associate	2.0	15.0		17.0	\$191.00	\$3,247
3. Associate						\$179.00
4. Senior Project Manager						\$164.00
5. Project Manager II						\$144.00
6. Project Manager I						\$144.00
7. Senior Technical Specialist						\$163.00
8. Technical Specialist II						\$149.00
9. Technical Specialist I		4.0		4.0	\$135.00	\$540
10. Staff III						\$125.00
11. Staff II	28.0			28.0	\$113.00	\$3,164
12. Staff I						\$89.00
13. Sr. Tech						\$95.00
14. CAD		2.0		2.0	\$95.00	\$190
15. Tech II						\$89.00
16. Tech I						\$77.00
17. Senior Project Assistant		4.0		4.0	\$91.00	\$364
18. Proj Assistant	0.5	2.0		2.5	\$84.00	\$210
19. Support Staff		1.0		1.0	\$72.00	\$72
SUBTOTAL - Labor	\$3,693	\$4,617		61.0	\$8,310	\$8,310

OVERHEAD (OH) COST (including Salary Additives)

FIXED FEE (FF):

SUBTOTAL LABOR	\$3,693	\$4,617		\$8,310	\$8,310
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	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	Unit	Rate	Extended
EQUIPMENT						
VEHICLE - GeoDesign-1	2			Day	\$21.00	\$42
VEHICLE - Milaga	300			Mile	\$0.540	\$162
SAMPLING - GEO - MISC Sampling Equipment	2			Day	\$11.00	\$22
-						
-						
-						
-						
-						
-						
-						
SUBTOTAL EQUIPMENT	\$226				\$226	\$226.00

	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	Unit	Rate	Extended
REIMBURSABLES:						
Reproduction - Copy (B&W)		100		each	\$0.12	\$12.00
Reproduction - Copy (COLOR) 11 x 17		10		day	\$15.00	\$15.00
Find Rate Subsistence						
-						
-						
-						
-						
-						
SUBTOTAL REIMBURSABLES		\$27				\$27.00

	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	Unit	Rate	Extended
LABORATORY TESTING:						
Moisture - Oven	6			ea	\$25	\$150
Particle Size Analysis Percent passing #200	4			ea	\$79	\$316
-						
-						
SUBTOTAL LABORATORY	\$466				\$466	\$466.00

GeoDesign Charges Subtotal	\$4,385	\$4,644		\$9,029	\$9,029
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	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors	SUBTOTAL	HC	Extended
SUBCONTRACTORS (include tax when applicable)						
Drilling Subcontractor						
Traffic Control Subcontractor						
SUBTOTAL SUBCONSULTANTS incl HC						

	TASK 1 - Field Investigation	TASK 2 - Engineering Analysis and Report	Subcontractors			
ACTUAL SUBTOTAL BY PHASE incl HC	\$4,385	\$4,644				
	\$4,390	\$4,650				

TOTALS	Task 1, Task 2, and Subcontractors		\$9,029
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GEOTECHNICAL AND GEOLOGICAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 72	Los Angeles Deputy Grading Inspector	\$100
Project Assistant	\$ 84	Technical Specialist I	\$135
Senior Project Assistant	\$ 91	Technical Specialist II	\$149
Technician I	\$ 77	Senior Technical Specialist	\$163
Technician II	\$ 89	Project Manager I	\$144
Senior Technician	\$ 95	Project Manager II	\$153
CAD	\$ 95	Senior Project Manager	\$164
Senior CAD Technician	\$105	Associate	\$179
Staff I	\$ 99	Senior Associate	\$191
Staff II	\$113	Principal	\$209
Staff III	\$125		

Equipment	Rate
Air compressor, generator (per day)	\$ 55
Cement amending field tool	\$ 22
Cement scale and pan (per day)	\$ 28
Core drill (per day)	\$ 221
Cross-hole sonic logger (CSL) (per day)	\$ 496
Data recorder (VW MiniLogger and vibrating wire piezometer)	\$ 12
Datalogger (per day; maximum \$42 per week, maximum \$105 per month)	\$ 12
Digital camera (per day)	\$ 11
Drilled shaft inspection camera (DSIC) (per day; maximum \$1,874 per week)	\$ 992
Drive probe	\$ 11
Dynamic cone penetrometer (DCP) drive probe	\$ 105
Field California bearing ratio (CBR) equipment (per day)	\$ 243
Falling weight deflectometer (FWD) (per day)	\$1,869
Falling weight deflectometer (FWD) with GPR (per day)	\$3,192
Geotech Field Equipment	\$ 11
Global positioning system (GPS) – differential (per day)	\$ 105
Global positioning system (GPS) – hand-held (per day)	\$ 32
Ground penetrating radar (GPR) – cart mounted (per day)	\$ 551
Ground penetrating radar (GPR) – truck mounted (per day)	\$1,323
Hand auger (per day)	\$ 39
Hydroacoustic monitoring equipment (per day)	\$ 276
Nuclear density gauge equipment (per hour)	\$ 11
Pile Driving Analyzer® (PDA) (per day)	\$ 551
Pile Integrity Tester (per day)	\$ 221
Resistivity meter (per day)	\$ 110
Slope inclinometer equipment (per casing)	\$ 160
Soil samples in brass or stainless sleeves (per sample)	\$ 11
Soil samples in rings (per sample)	\$ 11
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)	\$11.55 – 55.65
Total Station – Survey Equipment (per hour)	\$ 55
Vehicle (company) usage (full day, plus \$0.63 per mile charge)	\$ 22
Vehicle (personal) usage (per mile)	\$ 0.63
Vibrating wire piezometer	\$ 551
Vibration monitoring equipment (per day; maximum \$278 per week, maximum \$819 per month)	\$ 58

Reproduction	Black/White	Color
8 ½ x 11 (per finished page)	\$ 0.10	\$ 0.16
11 x 17 (per finished page)	\$ 0.20	\$ 0.32
C- or D-size plots (per finished plot)	\$25.00	\$25.00
D-size scan		\$12.50

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

GEOTECHNICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D 4318-05)	\$ 179
CBR with 3-Point Proctor (ASTM D 1883-07)	\$ 683
Compaction (ASTM D 1557-07/ASTM D 698-07; Methods A, B, and C)	
1 point	\$ 105
4 points	\$ 252
Consolidation (ASTM D 2435-04; with two timed rebounds)	\$ 462
Direct Shear (ASTM D 3080-04)	
1 point	\$ 255
3 points	\$ 486
Moisture Content - Oven Method (ASTM D 2216-05)	\$ 28
Moisture/Density (ASTM D 7263)	
Rings	\$ 41
Shelby tubes	\$ 41
Organic Content (ASTM D 2974)	\$ 93
Particle-Size Analysis	
Sieve (ASTM C 117-04/ASTM C 136-06) (includes -200 Wash, Dry Sieve)	\$ 139
Percent passing No. 200 (ASTM C 117-04/ASTM D 1140-00)	\$ 87
Combined sieve and hydrometer (ASTM D 422-63)	\$ 232
Oversize sieve analysis (ASTM C 117-04/ASTM C 136-06)	\$ 232
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VII-13)	\$ 406
In triaxial cell with back pressure saturation (ASTM D 5084-03)	\$ 463
Flex wall with triaxial compression (ASTM D 5084/ASTM D 4767)	\$ 627
pH of Soil (ASTM G 51)	\$ 93
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 662
Remolded sample (includes compaction and sample preparation)	\$ 992
Rice Density (ASTM D 2041)	\$ 139
Soil Resistivity (ASTM G 57)	\$ 214
Specific Gravity	
Bulk Specific Gravity - Asphalt (Parafilm coated) (ASTM D 1188)	\$ 52
Maximum Specific Gravity - Asphalt (Rice) (ASTM D 2041)	\$ 105
Bulk Specific Gravity - Asphalt (ASTM D 2726)	\$ 18
Coarse Aggregate (ASTM C 127)	\$ 83
Fine Aggregate (ASTM C 128)	\$ 110
Soil (ASTM D 854)	\$ 116
Swell (ASTM D 4546)	
Method A	\$ 365
Method B	\$ 255
Method C	\$ 637
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D 2850-03)	\$ 353
Consolidated, undrained, 1 point (ASTM D 4767-06)	\$ 463
Consolidated, undrained, strength envelope (ASTM D 4767-06)	\$1,389
Load-controlled cyclic (ASTM D 5311)	\$1,389
Unconfined Compression	
Unconfined compression of undisturbed soil samples (ASTM D 2166-06)	\$ 133
Unconfined compression of cement-treated soils (ASTM D 1633-00)	\$ 90
Sample preparation (per hour)	\$ 72

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

Exhibit F

Title VI Assurances

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

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

Exhibit G
Certification Document

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

Exhibit G-1(a) Certification of Consultant

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

whose address is

3131 Elliott Ave., Suite 400 Seattle, WA 98121

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Town of Eatonville

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

KPG, P.S.

Consultant (Firm Name)

Alina Paschke
Signature (Authorized Official of Consultant)

4/16/2019
Date

Exhibit G-1(b) Certification of Town of Eatonville

I hereby certify that I am the:

Certified Authority (CA)

Other

of the Town of Eatonville, and KPG, P.S.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

KPG, P.S.

Consultant (Firm Name)

Ollina Paraschiv
Signature (Authorized Official of Consultant)

4/16/2019
Date

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

N/A

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification 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 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 N/A * are accurate, complete, and current as of N/A **.

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

Firm: _____

Signature

Title

Date of Execution _____ ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ No change .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ No change .

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ Not applicable .

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

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

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

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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 associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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