


**CITY OF MARYSVILLE AGENDA BILL**

**EXECUTIVE SUMMARY FOR ACTION**

**CITY COUNCIL MEETING DATE: July 13, 2020**

<b>AGENDA ITEM:</b>	
Professional Services Agreement with Transpo Group for Design of the 52 <sup>nd</sup> St NE and Sunnyside Blvd Intersection	
<b>PREPARED BY:</b>	<b>DIRECTOR APPROVAL:</b>
Kyle Hays, Project Engineer	
<b>DEPARTMENT:</b>	
Engineering	
<b>ATTACHMENTS:</b>	
Professional Services Agreement	
<b>BUDGET CODE:</b>	<b>AMOUNT:</b>
30500030.563000, R2001	\$140,386.00
<b>SUMMARY:</b>	
<p>The 52<sup>nd</sup> St NE and Sunnyside Blvd Intersection project will construct a signal at the existing all-way stop intersection. The City received a federal grant for construction of the improvement. Construction is scheduled for 2022.</p> <p>The City advertised a Request for Proposals in April 2020, requesting that firms submit written proposals stating their qualifications to provide consultant services related to this project. The City received proposals from six (6) firms and selected the Transpo Group as the most qualified firm for the project. The attached Professional Services Agreement (PSA) will provide the City with design, permitting and right-of-way services for the project. It is staff's opinion that the negotiated fee of \$140,386.00 is fair and consistent with industry standard.</p>	
<b>RECOMMENDED ACTION:</b>	
Staff recommends that Council authorize the Mayor to sign and execute the Professional Services Agreement with Transpo Group for Design of the 52 <sup>nd</sup> St NE and Sunnyside Blvd Intersection Improvements in the amount of \$140,386.00.	
<b>RECOMMENDED MOTION:</b>	
I move to authorize the Mayor to sign and execute the agreement.	

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

## Index of Exhibits

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

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

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

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

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

## **I. General Description of Work**

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

## **II. General Scope of Work**

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

## **III. General Requirements**

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (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:

Name:  
Agency:  
Address:  
City: State: Zip:  
Email:  
Phone:  
Facsimile:

If to CONSULTANT:

Name:  
Agency:  
Address:  
City: State: Zip:  
Email:  
Phone:  
Facsimile:

#### IV. Time for Beginning and Completion

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

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

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## V. Payment Provisions

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

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
  2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.  
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: [ConsultantRates@wsdot.wa.gov](mailto:ConsultantRates@wsdot.wa.gov).  
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.  
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
  3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
  5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
  6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

## **VII. Employment and Organizational Conflict of Interest**

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

## VIII. Nondiscrimination

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

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

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

## IX. Termination of Agreement

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

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

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

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

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

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

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

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

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

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

## **XI. Disputes**

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

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## **XII. Legal Relations**

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

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

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

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

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

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

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

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

### **XIII. Extra Work**

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

### **XIV. Endorsement of Plans**

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

### **XV. Federal Review**

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

### **XVI. Certification of the Consultant and the Agency**

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

Agreement Number:

## **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

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

## **XIX. Protection of Confidential Information**

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

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

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

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

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

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

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

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

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

## **XX. Records Maintenance**

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Agreement Number:

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

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Federal Aid No.

Agreement Number:



## Exhibit A—Scope of Services

Client Name:	City of Marysville
Project Name:	52nd Street NE/Sunnyside Boulevard Intersection Improvement
Exhibit Dated:	June 24, 2020 TG: 1.20129.PR

### Scope of Services

Transpo Group USA, Inc. (Transpo) will provide engineering services to the Client for the design of improvements associated with the 52nd Street NE & Sunnyside Boulevard intersection. This includes the design of a new traffic signal and associated illumination, re-channelization of the intersection, and construction/reconstruction of curb ramps to meet current Americans with Disabilities Act (ADA) standards, if necessary. Transpo will lead and work in coordination with our subconsultants to provide a consistent overall project design across engineering disciplines. Transpo’s team, inclusive of subconsultants, is referred to as the “Consultant” in the following Scope of Services.

#### ***Task 01—Project Management and Coordination***

Progress Reports, Invoices, and Project Schedule – The Consultant will provide brief progress reports and invoices to the Client on a monthly basis or at project milestones. The Consultant will also maintain a project schedule and provide the Client with updates on a monthly basis. It is assumed that the project will have up to a 12-month schedule.

Project Coordination – The Consultant will participate in coordination efforts, via conference call and email, as necessary.

#### ***Task 02 – Data Collection and Analysis***

##### SUBTASK 2.1 –TOPOGRAPHIC FIELD SURVEY AND MAPPING FOR INTERSECTION

This task is to perform topographic surveying and mapping at the intersection of 52nd Street NE & Sunnyside Boulevard:

- Topographic surveying 300’ in all directions along both Sunnyside Boulevard and 52nd Street NE at their intersection.
- Survey will include above and below ground utilities, concrete sidewalks and ramps, edge of pavement, roadside ditches, retaining walls, fences, illumination poles and associated equipment, existing signs, and other pertinent planimetric features within the right-of-way.
- Right-of-way, property lines, and easements.
- Mapping of areas denoted in bullets above.

Subtask 2.1 assumptions:

- Title reports or deeds for adjoining properties adjacent to project right-of-way will be provided by the Client.
- Right-of-entry agreements with individual property owners will be provided by the Client for those parcels where survey extends onto private property.
- No property corners will be set under this proposal.
- A Record of Survey will not be filed under this proposal.
- Exclusions include boundary/encroachment resolution if encountered.
- Recording fees, submittal fees, reprographic costs will be billed as a reimbursable expense and are not included in this proposal.

- Task 2.2 will supplement task 2.1; utility locates will be performed before initial survey to avoid additional trips to the project area.
- Preparation of standard easement language and forms will be provided by the client.
- These tasks do not include coordination of submittal and/or recording.
- These tasks do not include preparation of conveyance deeds or any other resultant deeds of underlying properties.
- Any additional work, beyond the scope above, which is requested by the Client, will be performed by amending this contract.

#### SUBTASK 2.2 – UNDERGROUND LOCATES

This task is to have a third-party company perform underground utility locates and map the findings within the scoped area.

#### SUBTASK 2.3 – TRAFFIC DATA ESTIMATION AND ANALYSIS

The Consultant will develop weekday AM and PM period traffic volumes and turning movement counts using data previously collected by the Client. This data will be used to provide recommended lane configurations for each intersection approach and will be provided to the Client for their review and approval. The Consultant will prepare a short technical memorandum summarizing this analysis.

#### SUBTASK 2.4 – GEOTECHNICAL FIELD INVESTIGATION AND ANALYSIS

*Geotechnical Field Investigation* - The Consultant shall advance a boring to a maximum depth of 20 feet at the approximate location of the proposed signal pole foundations near the intersection of 52nd Street NE & Sunnyside Boulevard. The Consultant will drill a total of one (1) boring for this scope of services. The borehole will be backfilled in accordance with Washington State regulations. Observation wells are not proposed, and borehole pavement surfaces will be patched with quick-setting concrete. No other site restoration is included.

The Consultant will subcontract a local, experienced driller to drill and sample the borings with hollow stem auger drilling methods. The boring will take one day to complete. The Consultant will have a field representative on site full-time during drilling. Subsurface soil samples will be collected from the borings using the Standard Penetration Test (SPT) at intervals of 2.5 feet in the upper 20 feet.

*Sample Review, Laboratory Program Preparation, and Geotechnical Laboratory Testing* - An experienced engineering geologist will review the sample classifications and interpret the geologic units encountered in the boreholes. Laboratory testing is not anticipated.

*Analyses and Reporting* - After drilling, the boring logs will be finalized and we will perform geotechnical engineering studies to develop recommendations for signal pole foundations in accordance with Washington State Department of Transportation (WSDOT) Geotechnical Design Manual. We will provide geotechnical design recommendations including lateral earth pressures and sliding resistance for the proposed retaining wall at 52nd Street NE & Sunnyside Boulevard. The Consultant will prepare a Draft Geotechnical Engineering Report to be delivered with the 30% submittal. The report will provide the boring logs, a description of the subsurface conditions, and the results of the geotechnical engineering analyses. Comments received from review of the draft report will be addressed with the development of the Final Geotechnical Engineering Report to be delivered with the 60% submittal.

Subtask 2.4 assumptions:

- Borings will be performed within the Client's Right of Way.
- The Consultant will call the Underground Utilities Location Center (UULC) to locate underground utilities prior to the drilling. The Client is responsible for locating utilities not

marked by the UULC.

- The Client will provide all traffic control equipment and personnel for the boring.
- No steam cleaning of drilling/sampling/coring equipment will be completed. In addition, no environmental samples will be taken. Indications of hydrocarbon contamination will be monitored using a photoionization detector.
- The Consultant will not be required to pay prevailing wages to subcontractors.
- All fieldwork will be completed during normal workdays Monday through Friday. We assumed a time restriction between 9am and 4pm due to traffic.

### **Task 03 - Utility Coordination**

Design Coordination - The Consultant will coordinate with utility agencies regarding the relocation of existing facilities and provision of new facilities within the project area. Coordination with the utilities will include the following:

- Provide the utility agencies with a copy of the base mapping for verification of utility locations.
- Provide the utility agencies with a copy of the preliminary (30-percent-complete) design drawings for review.
- Provide the utility agencies with a copy of the 60 and 90-percent-complete design drawings for review.
- Provide the utility agencies with a copy of the 100-percent-complete design drawings for review.
- Provide the utility agencies with a copy of the Bid-Ready construction documents for information.
- Attend up to two (2) Utility Coordination Meetings at the project site.
- Coordinate with utility agencies during PS&E development. The Consultant will provide support up to the amount shown in the fee proposal. Additional hours will be considered additional work to be negotiated as a supplemental agreement.

The design of undergrounding existing overhead or above ground utilities is not included in this scope of work.

### **Task 04 – Right of Way Services**

#### SUBTASK 4.1 – RIGHT-OF-WAY ACQUISITION SERVICES

It is understood the project design and right of way is Client funded with construction funded through a FHWA CMAQ grant. Therefore, all Right of Way activities will be completed per the Client's WSDOT approved Right of Way acquisition policies and procedures, WSDOT's Local Agency Guidelines - Section 25 (Right of Way Procedures) and the federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA). The Client has current WSDOT approved Right of Way Acquisition procedures dated January 31, 2018. Obligation of construction funds must occur by June 1, 2022. Therefore, the right of way phase shall be completed by December 31, 2021.

Preparation and Administration – The Consultant will provide sample templates of all acquisition documents for the Client's review and approval for project use. All forms and documents will comply with Client's standards and in accordance with statutory requirements. The Client's pre-approved documents will be used when provided. The Consultant will maintain acquisition records in accordance with statutory, regulatory and policy requirements.

For each parcel impacted, the Consultant will prepare acquisition files to include fair offer letters, recording and ancillary documents, a standard diary form indicating all contacts with owner(s), and other items necessary to complete the work.

Deliverables:

- Coordinate Client approval of Acquisition forms and documents for project use.

Title - Ownership Review – It is assumed the Client will provide title reports of all impacted properties. Note: Title reports are not required for parcels requiring a Temporary Construction Easement only, unless required for other purposes such as design base mapping, etc. Upon receipt of title reports, the Consultant will conduct initial reviews of each report to assess future complications at closing and potential conflicts from utility encumbrances, etc., that may pose obstacles or delays to the acquisition closing process. A Parcel Title Summary Memo will be developed for the one (1) tax parcel shown in Table A requiring permanent real property rights. Memos will list encumbrances and exceptions with recommendations to the Client on how to resolve each.

Deliverables:

- Prepare one (1) Parcel Title Summary Memo.

Public Outreach – The Consultant will assist Client in preparation of an “Introduction Informational Letter” for delivery to each property owner shown in Table A below. The letter will describe the purpose of the project, the project schedule, identify the Client’s consultants (Universal Field Services, Transpo Group, etc.) and the purpose of each firm.

Deliverables:

- Sample “Introduction Informational Letter”

Right of Way Funding Estimate (RW Funding Estimate) – In May 2020, WSDOT replaced the Project Funding Estimate (PFE) and True Cost Estimate (TCE) methods with a new funding tool referred to as simply “Right of Way Funding Estimate” WSDOT Form LPA-005b. Estimated land values will be based upon adjustments of current assessors values for land and improvements.

Deliverables:

- Right of Way Funding Estimate / WSDOT Form LPA-005b, to include four (4) tax parcels shown in Table A below.

Appraisal / Appraisal Review / Administrative Offer Summary Worksheets - With results of the RW Funding Estimate and in consideration of the Client’s appraisal waiver limit of \$25,000, the Consultant will coordinate and confirm with the Client to determine if the impacted parcels will require AOS Worksheets, or Appraisal and Appraisal Review reports. At this time based on the limited areas of the real property rights to be acquired and the fact acquisitions appear to be uncomplicated, it is assumed Appraisal and Appraisal Review reports will not be required. Furthermore, we assume the amounts of just compensation offered to property owners will be significantly less than \$10,000. Therefore, only AOS worksheets will be necessary as the basis of offers to the property owner.

The AOS worksheets will be completed in accordance with Washington State Department of Transportation (WSDOT) Local Agency Guidelines – Section 25 (Right of Way Procedures. Completed AOS worksheets will be submitted to the Client for review and written approval establishing the amount of Just Compensation to each property owner. The Client will be required to provide concurrence and written approvals of the estimated amounts of just compensation determined in the AOS worksheet.

Deliverables:

- AOS Worksheets – four (4) each.

Present Offers / Negotiations - Upon receipt of written approvals from the Client establishing the amounts of just compensation, the Consultant will prepare offer package(s) and promptly present offers to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, the Consultant shall provide the Client with written notification. If necessary, the Consultant will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner(s), allowing the project to move forward and allowing the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the Client's legal staff for mediation or filing of a condemnation action. The Consultant will provide limited technical support for all mediation or condemnation as required.

Deliverables:

- Prepare Offer Packages – four (4) each.
- Present Offers / Conduct Negotiations.
- Completed parcel files and records of all Right of Way Acquisition services.

Parcel Closing – It is understood the Client conducts all closing efforts through their in-house legal staff. The Consultant will provide advisory assistance to the Client in determining the most appropriate method of closing each transaction. Subject to the Client's Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm. Typically, the title company will provide escrow services.

In-House Closing – Generally for low risk and uncomplicated title clearing, this method is subject to the Client's title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the Client for approval and processing. Simultaneously, the Consultant will coordinate with recommendations to the Client for taking title to certain exceptions and encumbrances.

Escrow Closing – Generally for higher risk and complicated title clearing, this method will also consider the Client's title clearing policies. The signed conveyance documents will be transmitted to the Client for approval and signature. Once Client approval is received, the transaction package will be delivered to the designated escrow company for closing and recording. Albeit the escrow firm's responsibility, the Consultant will work with the Escrow and Title Company in their effort to remove unacceptable exceptions and to obtain title insurance policies for the Client.

Deliverables:

- Completed parcel files and records of all Right of Way Acquisition services.

Right of Way Certification – Since there are federal funds participating in the right of way phase, Right of Way Certification will be coordinated and completed through WSDOT Real Estate Services and Local Programs. Right of Way acquisition files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. The Consultant will further coordinate right of way activities with WSDOT's Northwest Region Local Agency Coordinator, as needed throughout the project.

Deliverables:

- Right of Way Certification form for WSDOT review and approval.

Subtask 4.1 assumptions:

The Client will provide the following:

1. Preliminary Commitments (Title Reports) for all parcels shown in Table A below. If requested, the Consultant will order title reports or any updates. The title company will bill the Client directly. Note: Title reports are not required for parcels requiring a Temporary Construction Easement only, unless required for other purposes such as design base mapping, etc.

2. Approve designation of the escrow company used for this project. The escrow company will bill the Client directly for all escrow services, if any.
3. Form approval, in electronic format, of all legal conveyance documents and forms prior to use (i.e. offer letters, deeds, easements, etc.).
4. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
5. Payment of all compensation payments to property owners, recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
6. Send "Introduction Letters" to property owners, as necessary.

TABLE A						
Parcel Data				Real Property Rights to Acquire		
No.	Location	Tax Parcel No.	Owner / Taxpayer	Partial Fee Simple	Temp Construction Easement	Intersection Quadrant
1	5127 Sunnyside Boulevard	00479200000101	Bruce Alexander	X	X	SE
2	NW Q of 52nd Street NE & Sunnyside Boulevard	TR 999	Harbor View Village		X	NW
3	6305 52nd Street NE	30053400103100	Wesley Anderton		X	NE

**SUBTASK 4.2 – RIGHT-OF-WAY ACQUISITION EXHIBITS**

This task is to prepare documents for executing two individual Temporary Construction Easements (TCE) and one individual Right-of-Way acquisition documents including the following deliverables:

- Proposed Right-of-Way Acquisition and TCE exhibit maps will be prepared
- Underlying subject property legal description will be prepared on exhibit format
- Right-of-Way Acquisition and TCE legal descriptions will be prepared by PLS on exhibit format

**SUBTASK 4.3 – RIGHT-OF-WAY PLAN**

This task is to prepare a Right-of-Way Plan establishing the minimum width of Right-of-Way to accommodate proposed construction and provide proper maintenance of roadway. The deliverable will contain the following elements:

- Define and dimension areas necessary to construct and maintain the main roadway and necessary outer roadways, entrances, and crossroads
- The right of way limits will include areas necessary for utility adjustments and maintenance activities
- Right of way dimensions will be sufficiently detailed to write deeds to describe the required right of way and easement limits
- Right-of-Way plans will be prepared in accordance to WSDOT Local Agency Guidelines (LAG) Manual

### **Task 05 – Environmental Documentation**

The Consultant will prepare NEPA environmental checklists for the project through identification of potential project impacts and searches of publicly available agency mapping and resources. Other permitting, critical area delineation and field investigations necessary to support the identification of cultural resources or biological resources are not anticipated. In the event these services are deemed necessary, the Consultant will notify the Client and these services may be added to the scope of work by addendum. The project is expected to meet the requirements for a categorical exclusion. The Consultant will lead all coordination efforts with WSDOT, as required.

### **Task 06 – Design Plans, Specifications and Estimates (PS&E)**

#### SUBTASK 6.1 – 30% PS&E

30% Design Plans – The Consultant will prepare and submit 30% design plans. The purpose of the 30% design plans are to finalize the horizontal placement of project improvements. The 30% design submittal is anticipated to include the following plan sheets:

- Cover Sheet with Vicinity Map and Index
- Legend and Abbreviations
- Channelization and Signing Plans
- Traffic Signal Plan
- Horizontal/Survey Control Plan
- Existing Survey Conditions
- TESC Plan
- Paving/Drainage Plan

30% Opinion of Probable Construction Costs – The Consultant will prepare and submit an Opinion of Probable Construction Costs based on the 30% design. The Opinion of Probable Construction Costs will be presented in an Excel spreadsheet corresponding to the sequence of items as will be listed in the Project Manual's final bid schedule.

30% Design Documentation - The Consultant will prepare and submit design supporting documentation based on the 30% design. It is anticipated to include:

- ADA conceptual layout to be sent to WSDOT for review and approval
- Draft Geotechnical Engineering Report
- Draft drainage memo per the Client's drainage code
- Intersection illumination photometric analysis
- Traffic signal pole wind-load calculations
- Traffic signal pole vertical clearance calculations or figures

Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client's standards.

30% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 30% design submittal.

Subtask 6.1 assumptions:

- All existing ADA ramps will be replaced
- An ADA conceptual layout will be sent to WSDOT for review and approval
- Stormwater detention will not be required
- One modular block retaining wall (less than 4' height) will be required

#### SUBTASK 6.2 – 90% PS&E

90% Design Plans – The Consultant will prepare and submit 90% design plans based on the Client approved 30% design submittal. The 90% design submittal is anticipated to include all the 30% design plans and the following additional plan sheets:

- Traffic Signal Field Wire Terminations
- Traffic Signal Details
- Traffic Control Plans
- Traffic Control Details
- TESC Details
- Paving/Drainage Details
- Detail Grading/ADA Plans

90% Project Manual – The Consultant will prepare the draft general and special provisions based on the current edition of the Client’s standards, and the 2020 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The contents will include bid form items, the Client’s general conditions, supplemental general conditions, amendments to the standard specifications, special provisions, and standard plans. The Client’s review comments pertaining to the outline specifications will be addressed in preparing the final document. The special provisions will address items of work which are not addressed by the Client’s standards or the APWA and Washington State Standard Specifications as may be required to properly cover the work contemplated by the plans.

The Consultant will prepare the project manual to include:

- Boilerplate City of Marysville contracts and documentation (to be provided by the Client)
- Bid Schedule
- Special Provisions based on the Client’s boilerplate special provisions to the 2020 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction plus APWA Supplement (English Version)
- Appendices (as needed)

90% Opinion of Probable Construction Costs – The Consultant will prepare and submit an Opinion of Probable Construction Costs based on the 90% design.

90% Design Supporting Documentation – The Consultant will prepare and submit design supporting documentation based on the 90% design. It is anticipated to include:

- Final Geotechnical Engineering Report
- Conduit fill calculations
- MEF documentation if required
- Final drainage memo per the Client’s drainage code

Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client’s graphic standards.

90% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 90% design submittal. It is assumed that the 90% plans, specifications, and other documentation will be submitted to WSDOT for review for construction obligation.

#### SUBTASK 6.4 – 100% PS&E

100% PS&E – The Consultant will prepare and submit Final Design Plans, Project Manual, and Opinion of Probable Costs based on the Client approved 90% design submittal and WSDOT’s review of the 90% plans and specifications. The Consultant will make minor changes, amendments, or revisions in the detail of the work as requested by the Client.



Quality Control – The Consultant will conduct quality control reviews by selected senior staff members with appropriate expertise and experience. The senior staff members will scrutinize and question the major elements of the design for adequacy of response to the major design challenges, conformance to accepted design practices, constructability, and compliance with the Client’s graphic standards.

100% Design Review – The Consultant will meet with the Client to discuss and resolve Client comments on the 100% design submittal.

#### SUBTASK 6.5 – BID-READY PS&E

Bid-Ready PS&E – The Consultant will prepare and submit Bid-Ready Design Plans, Project Manual, and Opinion of Probable Costs based on the Client approved 100% PS&E.

The Bid-Ready PS&E is anticipated to include the following plan sheets:

- Cover Sheet with Vicinity Map and Index
- Legend and Abbreviations
- Horizontal/Survey Control Plan
- Existing survey conditions
- Traffic Signal Plans
- Traffic Signal Pole Schedule
- Traffic Signal Field Wire Terminations Sheet
- Traffic Signal Details Sheet
- Channelization and Signing Plans
- Traffic Control Plans
- TESC Plan
- TESC Details
- Paving/Drainage Plan
- Paving/Drainage Details
- Detail Grading/ADA Plans

The Consultant will also submit the following final original documents to the Client:

- Computer files for the plans (AutoCAD and PDF) and the project manual.
- Final design supporting documentation.

#### ***Task 07 – Bid and Award Support***

The Consultant shall support the Client during the bid and award periods of the construction contract. The following tasks will be provided by the Consultant:

- Attending and participating in a Pre-Bid meeting to assist the Client in responding to questions and inquires.
- Attending a pre-construction meeting with the contractor to assist the Client in responding to questions and inquires.
- Assisting the Client during the bid period to answer questions that arise concerning the PS&E documents and assisting the Client in preparing any addenda required.

#### ***Task 08 - Construction Phase Services***

The scope of work for Construction Phase Services will be reviewed and defined at completion of Task 7, Bid and Award Support. The associated budget for these efforts will be developed and authorized by supplemental agreement.

**Exhibit B**  
**DBE Participation**

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Agreement Number:

**Preparation and Delivery of Electronic Engineering and Other Data**

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

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

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Agreement Number:

Transpo Group USA, Inc.  
**Cost Estimate Worksheet**



Number / Project Name  
**1.20129.PR - 52nd St NE/Sunnyside Blvd Intersection Improvement**

Pay rates are effective from June 22, 2019 through June 20, 2020, within the ranges shown in the attachment.  
Only key staff are shown and other staff may work on and charge to the project as needed by the project manager.

	Project Manager	Project Engineer	Design Lead	CAD/ Graphics	Project Admin
initials	RP	CAC2	JKHC	MHA	AMC
job title	Eng L6	Eng L5	Eng L4	Eng L2	PA L4
cost rate	\$63.46	\$52.16	\$44.95	\$36.78	\$46.39

**Labor:**

	Work Task					Hours	Cost
1	<b>Task 01 - Project Management and Coordination</b>						
2		6			6	12	\$659
3		12	16	4		32	\$1,776
5	<b>Task 02 - Data Collection and Analysis</b>						
6			2	2		4	\$194
7						0	\$0
8		2		4		6	\$307
9						0	\$0
10	<b>Task 03 - Utility Coordination</b>						
11		1	8	12	8	29	\$1,314
13	<b>Task 04 - Right of Way Services</b>						
						0	\$0
14	<b>Task 05 - Environmental Documentation</b>						
		2	8			10	\$544
15	<b>Task 06 - Design Plans, Specs, and Estimates (PS&amp;E)</b>						
16	<b>6.1 - 30% PS&amp;E</b>						
17			4	8	20	32	\$1,304
18			1	2	2	5	\$216
19				2	2	4	\$163
20		2				2	\$127
21		2	2			4	\$231
28	<b>6.2 - 90% PS&amp;E</b>						
29			8	16	40	64	\$2,608
30			4	12	4	20	\$895
31			2	4	8	14	\$578
32				4	8	12	\$474
33		4				4	\$254
34		3	3			6	\$347
35	<b>6.3 - 100% PS&amp;E</b>						
36			4	8	12	24	\$1,010
37		1				1	\$63
38		1	1			2	\$116
39		1	2	4	8	15	\$642
40	<b>Task 07 - Bid and Award Support</b>						
41			4			4	\$209
42			4			4	\$209
43		2	4	4	6	16	\$736
44	<b>Task 08 - Construction Phase Services</b>						
45							
46							
47							
48							
49							

<b>Total Hours</b>	<b>39</b>	<b>77</b>	<b>86</b>	<b>118</b>	<b>6</b>	<b>326</b>	
<b>Labor Costs</b>	<b>\$2,475</b>	<b>\$4,016</b>	<b>\$3,866</b>	<b>\$4,340</b>	<b>\$278</b>		<b>\$14,975.34</b>

<b>Overhead</b>		<b>157.30%</b>					<b>\$23,556.21</b>
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<b>Fee (as a % of labor)</b>		<b>30.00%</b>					<b>\$4,492.60</b>
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Miscellaneous Expenses:	Reimbursable Cost
1 Travel expenses (mileage)	\$250
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

Subconsultants:	Firm	Subs Cost
1	Shannon+Wilson	\$13,118
2	LDC	\$57,551
3	Universal Field Services	\$26,442
4		
5		
<b>Total Subconsultants</b>		<b>\$97,111</b>

<b>Total Reimbursable Expenses</b>	<b>\$250</b>
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**TOTAL ESTIMATE \$140,386.00**



## **Exhibit E**

# **Sub-consultant Cost Computations**

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

Agreement Number:

**City of Marysville Intersections**  
**Geotechnical Engineering- Shannon & Wilson**

WORK ELEMENT	Principal In Charge	Senior Professional 1	Engineer IV	Drafting	Clerical	TOTAL HOURS
	\$78.00	\$45.00	\$40.00	\$30.00	25	
<b>WORK ELEMENT 1: Geotechnical Investigation &amp; Reports</b>						
1.1 Field Investigation						0
Subcontractor coordination and contracting		2				2
Locate explorations and utility clearance		3	3			6
Sampling and Logging Borings	1	1	8			10
Review Samples and Laboratory Testing Plan		1	2			3
Finalize Boring Logs		1			1	2
						0
1.2 Laboratory Testing Plan (lab testing included in ODC sheet)		1				1
1.3 Geotechnical Analysis						0
1.3.1-Signal Pole Foundations	1	1	2			4
1.3.2-52nd St Northeast & Sunnyside Blvd Lateral earth pressure, sliding and bearing	1	2	2			5
1.5 Participation in Design Meetings (2 meetings, kickoff and 1 coordination)	4					4
1.6 Geotechnical Data & Engineering Report						0
Draft	1	2	2	3	2	10
Respond to comments	1					1
Final	1	2		2	2	7
<b>Subtotal Work Element 1</b>	<b>10</b>	<b>16</b>	<b>19</b>	<b>5</b>	<b>5</b>	<b>55</b>
<b>WORK ELEMENT 2: Project Management</b>						
2.1 Implement Quality Control Program		2	2			4
2.2 Monthly Progress Reports & Billing		2			2	4
<b>Subtotal Work Element 2</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>8</b>
						0
<b>SUBTOTAL</b>	<b>10</b>	<b>20</b>	<b>21</b>	<b>5</b>	<b>7</b>	<b>63</b>
<b>GRAND TOTAL HOURS</b>	<b>10</b>	<b>20</b>	<b>21</b>	<b>5</b>	<b>7</b>	<b>63</b>

Direct Labor Cost \$2,845

**Labor Escalation**

Adjust Direct Labor Cost 2,845

**Overhead Rate-2020 provision Rate @**

187.94% 5,347

Total adjusted Direct Labor & Overhead Cost 8,192

**Fixed Fee @ Direct Labor Cost**

30% 854

Total Labor Cost 9,045

**Direct Expenses:**

Drilling Subcontract (1 truck boring) 3,252

Other ODC and Minor Subcontracts 75

S&W Laboratory Testing 630

Copies/Printing 0

Mileage 116

Traffic Control (by City) 0

Permits (street use) (by others) 0

Total Direct Expenses 4,073

**S&W Total \$13,118**

EXHIBIT B: Proposed Budget / Fee



Client Name: Transpo Group

Project Name: 52nd Street NE & Sunnyside Blvd Intersection Improvements

Date: 6/23/2020

Task	Principal / Director Hours	Project Manager Hours	Structural Engineer Hours	E.I.T. Hours	Sr. CAD Technician Hours	CAD Technician II Hours	CAD Survey Technician Hours	Sr. Land Surveyor Hours	Chief of Parties Hours	Survey Crew Chief II Hours	Project Surveyor	Project Admin. Hours	Direct Labor Costs	Over Head	Fee (30%)	Total
Direct Rate (per hour)	\$94.10	\$47.62	\$38.64	\$32.24	\$32.00	\$30.76	\$32.00	\$52.96	\$43.04	\$40.00	\$36.76	\$25				
Task 2.1 Typographic Survey and Base Mapping							16	2	2	20	4	2	\$1,701.04	\$2,667.74	\$510.31	\$4,879.09
Field Work													\$0.00	\$0.00	\$0.00	\$0.00
Base Map Preparation													\$0.00	\$0.00	\$0.00	\$0.00
Task 2.2 Underground Utility Locates (APS)													\$0.00	\$0.00	\$0.00	\$0.00
Task 2.3 Temporary Construction Easement (2)							8	4			4	2	\$664.88	\$1,042.73	\$199.46	\$1,907.08
Task 2.4 Right-of-Way Acquisition Docs (2)							8	4			4	2	\$664.88	\$1,042.73	\$199.46	\$1,907.08
Task 2.5 Right-of-Way Plan							12	8			8		\$1,101.76	\$1,727.89	\$330.53	\$3,160.18
Task 6.1 30% Design													\$0.00	\$0.00	\$0.00	\$0.00
ADA Field Measurement	0.5			4									\$176.01	\$276.04	\$52.80	\$504.85
Draft Drainage Memo		1		8									\$305.54	\$479.18	\$91.66	\$876.38
30% Civil Plans	8			30		32							\$2,704.32	\$4,241.19	\$811.30	\$7,756.80
30% Opinion of Costs	0.5			6									\$240.49	\$377.16	\$72.15	\$689.80
													\$0.00	\$0.00	\$0.00	\$0.00
ADA Conceptual Design	1			6		2							\$349.06	\$547.43	\$104.72	\$1,001.21
													\$0.00	\$0.00	\$0.00	\$0.00
													\$0.00	\$0.00	\$0.00	\$0.00
													\$0.00	\$0.00	\$0.00	\$0.00
Task 6.3 90% Design													\$0.00	\$0.00	\$0.00	\$0.00
MEF Documentation		2		4									\$224.20	\$351.61	\$67.26	\$643.07
Final Drainage Memo		2		9									\$385.40	\$604.42	\$115.62	\$1,105.44
90% Specifications	1			16									\$609.94	\$956.57	\$182.98	\$1,749.49
90% Plans	12	4		30	4	32							\$3,399.20	\$5,330.97	\$1,019.76	\$9,749.93
90% Opinion of Costs	1			6									\$287.54	\$450.95	\$86.26	\$824.75
Task 6.4 100% Design													\$0.00	\$0.00	\$0.00	\$0.00
100% Specifications	1			12									\$480.98	\$754.32	\$144.29	\$1,379.59
100% Plans	8			24	4	20							\$2,269.76	\$3,559.66	\$680.93	\$6,510.35
100% Opinion of Costs	0.5			4									\$176.01	\$276.04	\$52.80	\$504.85
Retaining Wall Design	4		16	24	20								\$2,408.40	\$3,777.09	\$722.52	\$6,908.01
Task 6.5 Bid Ready Design (Final Design)	2			12		10							\$882.68	\$1,384.31	\$264.80	\$2,531.79
Task 7 Bid and Award Support	0.5			8		2							\$366.49	\$574.77	\$109.95	\$1,051.20
Hour Estimate:	40	9	16	203	28	98	44	18	2	20	20	6	\$19,398.58	\$30,422.79	\$5,819.57	\$55,640.95
Total Labor Cost:	\$3,764.00	\$428.58	\$618.24	\$6,544.72	\$896.00	\$3,014.48	\$1,408.00	\$953.28	\$86.08	\$800.00	\$735.20	\$150.00	\$19,398.58	\$30,422.79	\$5,819.57	\$55,640.95

<b>LDC Consulting Cost:</b>	
Subtotal: LDC Direct Labor Costs	\$ 19,398.58
Over Head (156.83%)	\$ 30,422.79
Fee (30%)	\$ 5,819.57
Total: LDC Direct Labor, OH & Fee	\$ 55,640.95
<b>Subconsultant(s):</b>	
1 APS	\$ 1,400.00
2 Underground Utility Vendor	\$ -
3 Landscape Architecture Firm	\$ -
4 Structural Engineering Firm	\$ -
Subtotal	\$ 1,400.00
Overhead (10%)	\$ 140.00
Total: Subconsultants	\$ 1,540.00
<b>Direct Non-Salary Cost:</b>	
Mileage & Expenses (Mileage @ Current IRS Rate)	\$ 170.00
Printing	\$ 200.00
Total: Direct Non-Salary	\$ 370.00
<b>TOTAL ESTIMATED COST</b>	<b>\$ 57,550.95</b>

\*

**Fee Estimate**  
**53rd Ave NE and Sunnyside Blvd (61st St. NE)**  
**Right of Way Acquisition Services**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 ROW Oversight	20.0	X	\$61.75	\$	1,235
2 Project Manager	56.5	X	\$51.50	= \$	2,910
3 Senior Acquisition Specialist	148.0	X	\$45.00	= \$	6,660
4 Title / Escrow Specialist	25.0	X	\$33.00	= \$	825
5 Sr Administrative Specialist	<u>38.0</u>	X	\$29.00	= \$	<u>1,102</u>
Total Hours	<b>287.5</b>		Subtotal Direct Salary Costs (DSC) = \$		12,732
Indirect Cost Rate (ICR)	<b>51.91%</b>				\$ 6,609
Fixed Fee (FF)	<b>30.00%</b>				<u>\$ 3,820</u>
<b>TOTAL DSC = \$</b>					<b>23,160</b>

**DIRECT NONSALARY COSTS (DNSC)**

Mileage	490	miles @	\$ 0.575	\$	282
Miscellaneous Expenses (see note 3 below)				\$	<u>300</u>
<b>TOTAL (DNSC) = \$</b>					<b>582</b>

**SUBCONSULTANTS**

Administrative Offer Summary Worksheets	<u>3 ea.</u>	\$	2,700
<b>TOTAL SUBCONSULTANT FEES = \$</b>			<b>2,700</b>

<b>TOTAL ESTIMATED AMOUNT = \$ 26,442</b>
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**Notes:**

- 1.) Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
- 2.) Mileage to be billed at \$0.575/mile or the approved IRS rate at the time mileage is incurred.
- 3.) Reimbursable miscellaneous expenses including but not limited to: mapping, photos, postage, parking, printing, tolls, ferry fees, etc., at cost - no markup.
- 4.) This fee estimate is based on UFS Scope of Work dated June 10, 2020.
- 5.) Federal funds may be allocated to the ROW Phase.

# **Exhibit F**

## **Title VI Assurances**

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

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

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

Agreement Number:

**Exhibit G**  
**Certification Documents**

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

Agreement Number:

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

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

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

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

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number:



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

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

---

Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

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

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

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

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

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

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

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Date

Agreement Number:

## Exhibit G-4 Certificate of Current Cost or Pricing Data

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

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

Firm:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution\*\*\*:

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

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

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

Agreement Number:

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

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

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

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## **Step 5 Forward Documents to Local Programs**

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

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

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# **Exhibit J**

## **Consultant Claim Procedures**

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

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

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

### **Step 5 Informing Consultant of Decision Regarding the Claim**

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

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

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

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