

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone RH2 Engineering, Inc. 22722 29th Drive SE, Suite 210 Bothell, WA 98021  (425) 951-5348	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		
Federal Aid Number _____	Project Title And Work Description 68th Avenue Safe Routes to School Sidewalk Project. This project will re-construct 68th Avenue NW between 280th Street NW and 288th Street NW. This project includes right-of-way acquisition, drainage, curb, gutter and sidewalk on the west side.	
Agreement Type (Choose one) <input type="checkbox"/> <b>Lump Sum</b> Lump Sum Amount \$ _____  <input type="checkbox"/> <b>Cost Plus Fixed Fee</b> Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ %  Fixed Fee \$ _____	DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No _____ %  Federal ID Number or Social Security Number 91-1108443	
<input checked="" type="checkbox"/> <b>Specific Rates Of Pay</b> <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate  <input type="checkbox"/> <b>Cost Per Unit of Work</b>	Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Completion Date September 30, 2015
	Total Amount Authorized \$ 224,222.00  Management Reserve Fund \$ _____  Maximum Amount Payable \$ 224,222.00	

**Index of Exhibits (Check all that apply):**

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

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

**WITNESSETH THAT:**

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

**WHEREAS**, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

**WHEREAS**, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

**I General Description of Work**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II Scope of Work**

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

**III General Requirements**

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

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

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

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

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

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

#### **IV Time for Beginning and Completion**

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

All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

#### **V Payment Provisions**

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

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

#### **VI Sub-Contracting**

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

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

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

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

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

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

#### **VII Employment**

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a

third party as a consequence of any act or omission on the part of the CONSULTANT'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the United States Department of Transportation, or the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

### **VIII Nondiscrimination**

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

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

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

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

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

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

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

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

### **IX Termination of Agreement**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit "I" for the type of AGREEMENT used.

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

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

In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth above.

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

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

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

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

### **X Changes of Work**

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

### **XI Disputes**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided, however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to de novo judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J", and disputes concerning claims will be conducted under the procedures found in Exhibit "K".

### **XII Venue, Applicable Law, and Personal Jurisdiction**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in the county in which the AGENCY is located.

### XIII Legal Relations

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

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

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT'S own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

#### Insurance Coverage

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

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONSULTANT, the AGENCY will be named on all policies as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by the AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

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

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

#### **XIV Extra Work**

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

#### **XV Endorsement of Plans**

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

#### **XVI Federal and State Review**

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

#### **XVII Certification of the Consultant and the Agency**

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

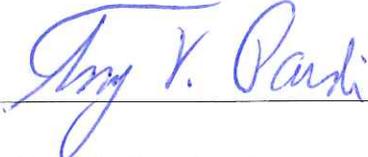
#### **XVIII Complete Agreement**

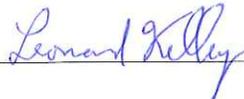
This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set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

#### **XIX Execution and Acceptance**

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

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

By 

By 

Consultant RH2 Engineering, Inc.

Agency City of Stanwood

**EXHIBIT A-1**  
**Scope of Work**  
**City of Stanwood**  
**68<sup>th</sup> Avenue Safe Routes to School Sidewalk Project**  
February 2014

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## **Background**

68<sup>th</sup> Avenue NW is a major collector street and 284<sup>th</sup> Street NW is a local access road in the City of Stanwood (City). Both roads have single-lane travel in each direction and are primary routes to Cedarhome Elementary from hundreds of single-family homes. The streets are in good condition but currently have gaps in the sidewalk walking routes because not all properties along the routes have been developed with frontage improvements. The proposed 68<sup>th</sup> Safe Routes to School (SRTS) Sidewalk project will fill in the sidewalk gaps to create a safer route to Cedarhome Elementary along 68<sup>th</sup> Avenue NW and 284<sup>th</sup> Street NW. The following tasks identify RH2 Engineering, Inc.'s (RH2) work for the 68<sup>th</sup> SRTS project.

The major design and project elements include the following.

1. Project Management
2. Data Collection
3. Kickoff Meeting and Site Reconnaissance
4. Critical Areas Evaluation for Streams/Wetlands
5. Topographic Survey
6. Engineering Geology and Geotechnical Investigation
7. Preliminary Design
8. Assistance with Public Involvement and Outreach
9. Right-of-Way Appraisals
10. Right-of-Way Acquisition
11. Permitting
12. 90-percent and Final Plans, Specifications, and Engineer's Cost Estimate
13. Services During Bidding

*Services during construction will be accommodated by amendment to this Scope of Work.*

## **Task 1 – Project Management**

**Objective:** Manage the project, project team, files, and records, and provide project coordination. Monitor the scope, schedule, and budget.

### **Approach:**

- 1.1 Review work performed for consistency to this Scope of Work and monitor budget spent.
- 1.2 Prepare project schedule and monthly progress reports.

- 1.3 Maintain project records and project files.
- 1.4 Manage design team and subconsultants. Prepare and execute subconsultant contracts.

**RH2 Deliverables:**

- Budget monitoring – monthly invoices.
- Project file maintenance.
- Project coordination.
- Monthly progress report.

**Task 2 – Data Collection**

**Objective:** Obtain and review existing information that is applicable to the project.

**Approach:**

- 2.1 Review existing drainage studies along the sidewalk alignment to determine flow routes, capacity, and improvement requirements.
- 2.2 Review existing plans for adjacent projects, including Hawks Prairie, Cedarhome Farms, and Cedarhome Estates.

**Assumptions:** RH2 already maintains digital and/or paper copies of most of this information and therefore will not need the City to locate and copy the documents again. Additional information required will be communicated by RH2 to City staff for retrieval.

**Provided by the City:**

- City mapping and data, if not already in RH2's files.

**RH2 Deliverables:**

- Review of existing data and information for the project area that can be applied during the development of other tasks in this Scope of Work.

**Task 3 – Kickoff Meeting and Site Reconnaissance**

**Objective:** Gather information from City staff regarding the project and field data for use in designing the sidewalk improvements.

**Approach:**

- 3.1 Prepare for kickoff meeting with the City.
- 3.2 Attend kickoff meeting with the City to:
  - Discuss the project background with the City;
  - Discuss the project objectives and known limitations;
  - Identify key staff roles and expectations;
  - Review the project schedule; and

- Define project-specific design criteria.
- 3.3 Perform site reconnaissance using the RH2 design team and City staff (if available). Gather photographic documentation related to the sidewalk alignment and existing conditions of roadway, shoulder, private property features, right-of-way features, and visible utilities.
- 3.4 Prepare kick-off meeting minutes.

**Provided by City:**

- Staff available to meet with RH2.

**RH2 Deliverables:**

- Agenda and meeting minutes for the kickoff meeting.
- Digital catalog of site photos available for the City to download.

### Task 4 – Critical Areas Evaluation for Streams/Wetlands

**Objective:** Provide site evaluation for critical areas pursuant to the City’s permitting process.

**Approach:**

- 4.1 Review of the site by a qualified scientist to determine if stream habitat or wetlands exist in the project area in accordance with Stanwood Municipal Code.
- 4.2 Document stream habitat or wetlands impacts in the project area for permitting processes.

**Assumptions:** *It is currently assumed by the City and RH2 that no critical areas for stream habitat or wetlands are located within the project boundary. If critical areas are affected by this project, an amendment to this Scope of Work will be necessary to address these impacts.*

**RH2 Deliverables:**

- A technical memorandum regarding stream habitat and wetlands critical areas within the project area

### Task 5 – Topographic Survey

**Objective:** Provide detailed topographic survey formatted for use in AutoCAD®.

**Approach:**

- 5.1 Identify private properties anticipated to require topographic survey based on available information from Snohomish County Online Property Information (SCOPI).
- 5.2 Obtain design level of detail topographic survey via Triad Associates.
- 5.3 Format survey to utilize as an AutoCAD Civil 3D base map.
- 5.4 Incorporate existing electronic survey information made available by the City.

**Provided by City:**

- City will call in and provide for the utility locate services to be coordinated with Triad’s timing for field topographic survey.

- Right-of-entry for access to any private properties that require surveying.
- Title reports.

**RH2 Deliverables:**

- Design-level topographical survey of the proposed 68<sup>th</sup> Avenue NW SRTS alignment formatted for AutoCAD® and PDF files of the survey.

**Task 6 – Engineering Geology and Geotechnical Investigation**

**Objective:** Review geologic and geotechnical conditions to determine design constraints for sidewalk, curb, gutter, and retaining wall installation.

**Approach:**

- 6.1 Review sidewalk alignment and locate up to three (3) test pits to be excavated near the improvements to determine site soil and groundwater characteristics. Review alignment for geologic information.
- 6.2 Coordinate with utility locate companies to mark locations in the field.
- 6.3 Assess soil and groundwater characteristics for sidewalk, shoulder, and retaining wall design by witnessing test pits and documenting site geologic and geotechnical conditions. Assess site for steep slope critical areas based on Stanwood Municipal Code.
- 6.4 Prepare geologic technical memorandum detailing site bearing capacity, retaining wall considerations, and subgrade design requirements to accommodate utility, sidewalk, curb, gutter, shoulder improvements and slope stability considerations. Analyze design for stormwater management via infiltration if applicable.

**Assumptions:**

- *Test pits can be excavated within the existing right-of-way.*
- *The site will have soils capable of supporting the improvements with subgrade improvements typical for the region.*
- *If soft soils or saturated earth are witnessed, updated recommendations may be required necessitating an amendment to this scope of work to address unforeseen on-site geologic conditions.*
- *It is assumed that steep slope critical areas do not exist within the project area.*
- *It is assumed retaining walls will not require detailed design as they are expected to be less than four (4) feet high.*

**Provided by City:**

- Excavator, operator, and traffic control for test pits including mobilization to and from the site.
- Any necessary permits.

**RH2 Deliverables:**

- Geologic memorandum. RH2 will provide the City with two (2) hard copies and a PDF electronic copy.

**Task 7 – Preliminary Design****Objective:** Provide preliminary design of the improvements.**Approach:**

- 7.1 Determine layout of sidewalk by focusing on reducing disturbances and impacts. Layout sidewalk alignment, grades, and ramps to accommodate pedestrian and Americans with Disabilities Act (ADA) requirements. Two (2) ramps are assumed for each intersection. Identify conflicts between proposed improvements and existing utility poles.
- 7.2 Layout conceptual stormwater conveyance, detention, and water quality treatment and utilize low impact development options where reasonable.
- 7.3 Prepare conceptual design of approximately 150 linear feet of retaining wall to accommodate sidewalk layout in fill conditions in front of the property located at 6912 284<sup>th</sup> Street NW.
- 7.4 Prepare 60-percent design plans for the project for the following items:
  - Prepare initial cover sheet and general notes sheet.
  - Prepare conceptual temporary erosion and sedimentation control (TESC) plans.
  - Prepare conceptual demolition plan.
  - Prepare conceptual plan for coordinating relocation of existing utilities.
  - Prepare conceptual site grading, sidewalk and stormwater plans.
  - Prepare conceptual retaining wall plan.
- 7.5 Prepare a Preliminary Right-of-Way Plan.
- 7.6 Prepare preliminary construction cost estimate.
- 7.7 Perform in-house review of the conceptual design by one of RH2's senior design staff. If needed, update design based on review.
- 7.8 Submit plans and estimate to City for review and comment.
- 7.9 Meet with City staff to discuss City review comments.
- 7.10 Assist the City with coordination with Snohomish County PUD for utility pole relocations.

**Assumptions:**

- *Snohomish PUD will design and relocate utility poles to accommodate sidewalk design with no costs incurred by the City or RH2.*
- *Stormwater detention and treatment design will be designed for shoulder/parking areas and sidewalk only (new impervious).*
- *Retaining wall will be mechanically stabilized earth walls in fill condition with maximum height of four (4) feet.*
- *It is assumed that no design deviations from the Washington State Department of Transportation (WSDOT) (i.e., approved curb, gutter, sidewalk, ramps or utility design) will be necessary for this project.*
- *No channelization plans are necessary for the project.*

**City of Stanwood**  
**68<sup>th</sup> Avenue NW Safe Routes to School Sidewalk Project**

**Exhibit A-1**  
**Scope of Work**

**Provided by City:**

- 60-percent plan review and comments.

**RH2 Deliverables:**

- 60-percent plans and updates per City comments. Plans will be in color and include three (3) sets of 11-inch by 17-inch color plans, one (1) PDF set sent to the City via email or web download.

**Task 8 – Assistance with Public Involvement and Outreach**

**Objective:** Assist the City with public involvement/outreach by engaging the public in open houses and mailings.

**Approach:**

- 8.1 Prepare two (2) 8.5-inch by 11-inch project descriptions in PDF format and submit to the City for use in mailing to area residents. City will prepare, print, send mailing, and pay postage for each mailer.
- 8.2 Provide an address list to the City for residences within 300 feet of the project area for the City to use in mailing. Address list will be in Microsoft Word or Excel format. Information will be from the City or Snohomish County GIS data.
- 8.3 Prepare up to eight (8) ANSI D size (24-inch by 36-inch) figures for public meetings
- 8.4 Prepare for and attend two (2) public meetings/open houses. City will lead meetings, and RH2 will supplement/support the City staff and respond to technical questions. Translation for meeting materials shall be provided by the City if required. Level of effort for this task is as identified in the fee estimate.

**Assumptions:** *City will lead public meetings including advertising in paper, website and via mailings. Meetings will likely be held at Cedarhome Elementary School.*

**Provided by City:**

- Mailings, advertising, staff attendance, and lead at open houses.

**RH2 Deliverables:**

- Mailers in electronic format, address list of area residents, figures for public meetings and staff attendance at open houses.

**Task 9 – Right-of-Way Appraisals**

**Objective:** Appraise the private properties to be obtained in order to construct the sidewalk improvements.

**Approach:**

- 9.1 Perform survey staking in field (Triad Associates).
- 9.2 Prepare legal descriptions (Triad Associates) for up to ten (10) property acquisitions.
- 9.3 Review title reports (to be provided by the City) for up to ten (10) properties.

9.4 Provide property appraisals for up to ten (10) affected properties (McCallum). Prepare True Cost Estimate for submittal when requesting Right of Way Funds from WSDOT.

**Assumptions:** *The City and RH2 assume there are ten (10) properties affected by the project based on available mapping. If mapping completed by survey shows more than ten (10) properties are affected, then an amendment to this Scope of Work will be needed to accommodate additional property survey, legal descriptions, title reports, and appraisals. Title reports will be purchased by the City with copies provided electronically to the project team. Of the ten (10) properties, nine (9) are considered residential and one (1) is considered commercial use.*

*Appraisal effort would include direct contact with each property owner, individual site inspections, highest and best use analysis, comparable research (residential and commercial), followed by preparation of a "before and after" appraisal report for each property. Prior to review of title reports and on-site staking, appraisals will not include to what extent outside subcontractor estimates might be needed for contributory landscaping, fencing, or other elements lost as a result of the acquisitions. If proximity damages or other unforeseen consequential impacts are identified for any of the properties, then an amendment to this Scope of Work would be needed to accommodate these impacts.*

**Provided by City:**

- Any available pertinent property information.
- Property owner information available by the City and City staff.
- Title reports.

**RH2 Deliverables:**

- Ten (10) appraisals for property acquisition and title reports for each property.

**Task 10 – Right-of-Way Acquisition**

**Objective:** Acquire property as necessary to construct the sidewalk improvements.

**Approach:**

- 10.1 Fullerton & Associates (Fullerton) will conduct right-of-way negotiations and acquisition for up to ten (10) affected property owners. Fullerton's effort includes exhibits, offer letters, conducting negotiations and correspondence, creating and maintaining a negotiator's log, and coordinating with the City attorney's office.
- 10.2 Set final negotiated property corners in field (Triad Associates).
- 10.3 Provide Records of Surveys (Triad Associates).
- 10.4 Prepare the Right-of-Way Certification document and worksheet for submittal to WSDOT.
- 10.5 Provide assistance for compliance with federal funding procedures, including documentation procedures (RH2, Fullerton, and McCallum).

**Assumptions:** *It is assumed ten (10) property negotiations will occur. It is assumed no properties will require condemnation. If condemnation is required to obtain the properties, an amendment to this Scope of Work shall accommodate the additional work required for condemnation. Due to the unpredictable nature of property negotiation, additional services may be required. Such services shall be agreed to in writing by the City, Fullerton & Associates, and RH2 prior to proceeding with additional services.*

**Provided by City:**

- Funds for purchase of property.
- Recording fees.
- Correspondence with City Attorney.

**RH2 Deliverables:**

- Offer letters, negotiator's log, property corner setting, and records of survey for up to ten (10) properties

**Task 11 – Permitting**

**Objective:** Provide assistance in permitting for the proposed improvements.

**Approach:** Prepare permitting documents and applications for the following.

**Local:**

- 11.1 Prepare State Environmental Policy Act (SEPA) Checklist .The City is lead agency.
- 11.2 Prepare City Master Permit Application.
- 11.3 Prepare Site Development Permit Application.
- 11.4 Prepare Grading Permit Application.
- 11.5 Prepare Right-of-Way Permit Application.
- 11.6 Prepare Critical Areas Exemption Application.

**Federal:**

- 11.7 Prepare National Environmental Policy Act (NEPA) compliance via WSDOT's Environmental Classification Summary (ECS).
- 11.8 Comply with Endangered Species Act (ESA)—Section 7.
- 11.9 Prepare cultural resource assessment and reporting per the National Historic Preservation Act—Section 106 (Eppard Vision APT) federal funding requirements.

**For all permitting efforts:**

- 11.10 Following permit submittals, coordinate with regulatory agencies performing permit reviews, respond to requests for additional information and/or questions, and facilitate permit approvals. This subtask will be completed as-needed up to the hours established in **Exhibit E-2 - Fee Estimate**. If additional coordination efforts are needed beyond the amount estimated, RH2 will prepare an amendment to this Scope of Work.

**Assumptions:**

- *Specific requirements of the cultural resources assessment will be determined via the Eppard Vision APT's initial consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP) and affected tribes. At a minimum, a cultural resource review of the project area will be conducted, including review of relevant written records (e.g., DAHP's online database of archaeological and historical sites) and consultation with affected tribes. Additional cultural resource work (e.g., on-site survey, construction monitoring)*

*may be required based on the results of the initial consultation and review. If additional work is necessary, an amendment to this Scope of Work will be mutually negotiated.*

- *It is assumed critical areas compliance, or hydraulic permits (Joint Aquatic Resources Permit Application) or Clean Water Act Section 404 (Army Corps of Engineers) and 401 (for the Washington State Department of Ecology) permits are not required.*
- *The Stormwater Pollution Prevention Plan (SWPPP) for NPDES CSGP compliance will be prepared under Final Design.*
- *The project will not require a Building Permit for retaining walls.*
- *A formal noise analysis will not be required for NEPA compliance. If WSDOT determines a formal noise analysis is necessary, RH2 will prepare an amendment to this Scope of Work.*
- *ESA compliance for NEPA will be a No Effect letter.*
- *Permit application will be turned into authorities with jurisdiction.*

#### **Provided by City:**

- SEPA review and advertising.
- Payment of all permitting fees.
- Printing of permitting packages for submittal to the City's Community Development Department.

#### **RH2 Deliverables:**

- SEPA Checklist – electronic copy.
- City Master Permit Application – electronic copy.
- Site Development Permit Application – electronic copy.
- Grading Permit Application – electronic copy.
- Right-of-Way Permit Application – electronic copy.
- Critical Areas Exemption Application – electronic copy.
- CSGP Notice of Intent (NOI) – electronic copy.
- ECS – electronic and one (1) hard copy.

### **Task 12 – 90-percent and Final Plans, Specifications, and Estimate**

**Objective:** Plan sets will be developed corresponding to 90-percent and final design levels. The sets are anticipated to include the following.

#### **Approach:**

12.1 Update 60-percent plans to 90-percent level for the following:

- Update cover sheet and general notes sheet.

- Update TESC plans.
  - Update demolition plan.
  - Update plan for coordinating relocation of existing utilities.
  - Update site grading, sidewalk and stormwater plans.
  - Update retaining wall plan.
  - Prepare signage and striping plan (no channelization needed).
  - Prepare details for curbs/gutters, sidewalks and ADA ramps.
  - Prepare details for retaining walls.
  - Prepare stormwater details.
  - Prepare landscape details.
  - Prepare temporary traffic control plans.
- 12.2 Assist the City with coordinating the utility relocations to accommodate proposed improvements.
- 12.3 Prepare project front-end documents including City general provisions, including a schedule of prices.
- 12.4 Prepare technical specifications for the project, including WSDOT Amendments and WSDOT General Special provisions and prepare project-specific special provisions to be used for bidding the proposed improvements. Technical specifications will be based on WSDOT/American Public Works Association (APWA) format.
- 12.5 Prepare measurement and payment and quantities tally.
- 12.6 Prepare construction cost estimate using the 90-percent design.
- 12.7 Prepare the Stormwater Site Plan (SSP) and Construction SWPPP consistent with Stanwood's Municipal Code and applicable sections of the 2005 Ecology Manual. The SSP report will include:
- Project overview;
  - Off-site analysis report;
  - Permanent stormwater control plan;
  - SWPPP;
  - Special reports and studies;
  - List of other permits and approvals (if available); and
  - Operations and maintenance manual.
- 12.8 Perform in-house review of the 90-percent design and specifications using one of RH2's senior design staff. Update design based on review.

**City of Stanwood**  
**68<sup>th</sup> Avenue NW Safe Routes to School Sidewalk Project**

**Exhibit A-1**  
**Scope of Work**

- 12.9 Submit 90-percent plans, specifications, and estimate to the City for review and comment.
- 12.10 Meet with City staff to discuss City review comments.
- 12.11 Update and finalize the plans, specifications, and estimate based on comments from the City review.

**Assumptions:** *Stormwater design can be accommodated on-site. Plans in addition to those listed above shall be accommodated by amendment to this Scope of work. No lighting or signalization design is included with this scope. No channelization plan will be required for the project.*

**Provided by City:**

- 90-percent design review.
- City standard provisions in Microsoft Word format.

**RH2 Deliverables:**

- 90-percent plans, specifications, and estimates. Three (3) sets of 11-inch by 17-inch color plans, three (3) specification books, and one (1) PDF of the documents sent to the City via email/web download.

**Task 13 – Services During Bidding**

**Objective:** Assist with bidding procedures.

**Approach:**

- 13.1 Using the final design and specifications prepared in the previous task, prepare eight (8) hard copy bid sets (with specification books and half-size plans) and two (2) full-size plan sets to be distributed as follows:
- Two (2) bid sets for City staff use;
  - Two (2) bid sets for use as future signatory contract documents between the City and the contractor;
  - Two (2) bid sets and two (2) full-size plan sets to provide to the selected contractor for construction;
  - Two (2) bid sets for RH2 use and file; and
  - One (1) electronic copy of bid documents for the City's use in producing bid sets or for electronic distribution.
- 13.2 Prepare bid advertisement and submit to the City Clerk for City use in required advertising in the newspaper. *It is assumed that the City will pay advertisement fees directly.*
- 13.3 Respond to bidders' technical questions during the bidding process. *It is assumed that the City will respond to procedural questions. RH2 will not coordinate directly with bidders. RH2 will receive bidder questions from the City and respond via the City.*
- 13.4 Prepare and issue up to one (1) addendum in electronic format for the City to distribute to the plan holders.

**City of Stanwood**  
**68<sup>th</sup> Avenue NW Safe Routes to School Sidewalk Project**

**Exhibit A-1**  
**Scope of Work**

13.5 Perform bid analysis. Compile bid results and prepare a bid summary tabulation. Contact references provided by the low bidder. Based upon the bids received and the bid review by the City, recommend the lowest qualified bidder to the City for City selection. *It is assumed that the City will conduct bid award and construction contract execution.*

**Assumptions:**

- *In the event the City would like hard copies of bid sets for prospective bidders, these can be prepared by RH2 and provided to the City using RH2's standard hourly rates and charges.*
- *The City will receive all bidder questions and record them for forwarding to RH2 at the City's discretion.*
- *The City will conduct the bid opening; it is assumed that RH2 will not attend.*
- *RH2's review of the bids will be limited to the Schedule of Prices and checking references. The City will review all other elements of the bid proposals as it deems appropriate.*
- *The City will handle bid award and construction contract execution.*

**Provided by the City:**

- Printing fees, advertising fees, and coordination with legal newspaper.
- Distribution of bid documents to contractors.
- Receive and record questions from bidders.
- Bid opening.
- Submitted bids for bid tabulation.
- Notice of intent to award letter and notice to proceed letter to lowest responsible bidder.

**RH2 Deliverables:**

- Six (6) hard copy sets of plans and specifications.
- Two (2) full-size plan sets.
- One (1) electronic copy of bid documents in PDF.
- Advertisement for bid.
- Responses to bidder questions transmitted by the City to RH2.
- Up to one (1) addendum.
- Bid tabulation and recommendation for award.

**Task 14 – Services During Construction**

**Objective:** Assist the City during construction of the project. *Specifics of this task and fee will be described by a supplemental agreement.*

## **Project Schedule**

It is the intention of all parties that the design work for this project be completed by May 2015 in order to bid the project for the summer 2015 construction season, and this Scope of Work and Fee are based on RH2 receiving authorization to commence work not later than March 14, 2014.

The schedule for this project may be modified as mutually agreed to by RH2 and the City.

## Exhibit C Electronic Exchange of Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Refer to Scope and Fee. To be provided in PDF format.  
.....  
.....

B. Roadway Design Files

Refer to Scope and Fee. To be provided in PDF format.  
.....  
.....

C. Computer Aided Drafting Files

Refer to Scope and Fee. To be provided in PDF format.  
.....  
.....

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

N/A.  
.....  
.....

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

Refer to Scope and Fee. To be provided in PDF format.  
.....  
.....

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

Refer to Scope and Fee.  
.....  
.....

II. Any Other Electronic Files to Be Provided

Refer to Scope and Fee.  
.....  
.....

III. Methods to Electronically Exchange Data

Refer to Scope and Fee.....  
.....  
.....

A. Agency Software Suite

N/A.....  
.....  
.....

B. Electronic Messaging System

N/A.....  
.....  
.....

C. File Transfers Format

Refer to Scope and Fee.....  
.....  
.....

### Exhibit D-3 Payment (Negotiated Hourly Rate)

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

1. **Hourly Rates:** The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibit "E" and "F" attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the CONSULTANT or the AGENCY. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the AGENCY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.
2. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and sub-consultant costs.
  - a. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the AGENCY'S Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with 48 CFR Part 31.205-46 "Travel Costs."
  - b. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT.
  - c. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request.
  - d. All above charges must be necessary for the services provided under this AGREEMENT.
3. **Management Reserve Fund:** The AGENCY may desire to establish a Management Reserve Fund to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the Management Reserve Fund is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, "Extra Work."

4. **Maximum Total Amount Payable:** The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the Management Reserve Fund. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIV, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
5. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly billing shall be supported by detailed statements for hours expended at the rates established in Exhibit "E", including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT'S employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
6. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

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

7. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY, STATE and the United States, for a period of three (3) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

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

Project: City of Stanwood  
 68th Avenue NW Safe Routes to School Sidewalk Project

Discipline or Job Title	Hourly Rate	Overhead @ 159.930% x H.R.	Profit @ 30% x H.R. only	All Inclusive Rate Per Hour
Professional IX	\$ 72.09	\$ 115.29	\$ 21.62	\$ 209.00
Professional VIII	\$ 72.09	\$ 115.29	\$ 21.62	\$ 209.00
Professional VII	\$ 69.33	\$ 110.88	\$ 20.79	\$ 201.00
Professional VI	\$ 64.15	\$ 102.60	\$ 19.25	\$ 186.00
Professional V	\$ 61.05	\$ 97.64	\$ 18.31	\$ 177.00
Professional IV	\$ 57.60	\$ 92.12	\$ 17.28	\$ 167.00
Professional III	\$ 54.15	\$ 86.60	\$ 16.25	\$ 157.00
Professional II	\$ 50.70	\$ 81.08	\$ 15.22	\$ 147.00
Professional I	\$ 46.56	\$ 74.46	\$ 13.98	\$ 135.00
Technician II	\$ 32.77	\$ 52.41	\$ 9.82	\$ 95.00
Technician I	\$ 31.04	\$ 49.64	\$ 9.32	\$ 90.00
Administrative V	\$ 43.46	\$ 69.51	\$ 13.03	\$ 126.00
Administrative IV	\$ 36.22	\$ 57.93	\$ 10.85	\$ 105.00
Administrative III	\$ 31.39	\$ 50.20	\$ 9.41	\$ 91.00
Administrative II	\$ 25.87	\$ 41.37	\$ 7.76	\$ 75.00
Administrative I	\$ 21.73	\$ 34.75	\$ 6.52	\$ 63.00

**EXHIBIT E-2 continued**

City of Stanwood

68th Avenue NW Safe Routes to School Sidewalk Project

**Estimate of Time and Expense**

Description		Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
Classification						
<b>Task 1</b>	<b>Project Management</b>					
1.1	Review work performed and monitor budget (18-month schedule)	10	\$ 1,770	\$ -	\$ 28	\$ 1,798
1.2	Prepare project schedule and monthly progress reports	12	\$ 2,124	\$ -	\$ 28	\$ 2,152
1.3	Maintain project records and project files	14	\$ 1,618	\$ -	\$ 54	\$ 1,672
1.4	Manage the design team and subconsultants	14	\$ 2,198	\$ -	\$ 28	\$ 2,226
	<b>Subtotal</b>	<b>50</b>	<b>\$ 7,710</b>	<b>\$ -</b>	<b>\$ 137</b>	<b>\$ 7,847</b>
<b>Task 2</b>	<b>Data Collection</b>					
2.1	Review existing drainage studies	9	\$ 1,387	\$ -	\$ 203	\$ 1,590
2.2	Review existing plans for adjacent projects	6	\$ 896	\$ -	\$ 213	\$ 1,109
	<b>Subtotal</b>	<b>15</b>	<b>\$ 2,283</b>	<b>\$ -</b>	<b>\$ 416</b>	<b>\$ 2,699</b>
<b>Task 3</b>	<b>Kickoff Meeting and Site Reconnaissance</b>					
3.1	Prepare for kickoff meeting	7	\$ 1,051	\$ -	\$ 122	\$ 1,173
3.2	Attend kickoff meeting	12	\$ 1,876	\$ -	\$ 271	\$ 2,147
3.3	Perform site reconnaissance	6	\$ 938	\$ -	\$ 122	\$ 1,060
3.4	Prepare kickoff meeting minutes	4	\$ 540	\$ -	\$ 83	\$ 623
	<b>Subtotal</b>	<b>29</b>	<b>\$ 4,405</b>	<b>\$ -</b>	<b>\$ 598</b>	<b>\$ 5,003</b>
<b>Task 4</b>	<b>Critical Areas Evaluation for Streams/Wetlands</b>					
4.1	Review site for stream/wetlands critical areas	5	\$ 835	\$ -	\$ 115	\$ 950
4.2	Document stream/wetland critical areas for City permitting	6	\$ 936	\$ -	\$ 37	\$ 973
	<b>Subtotal</b>	<b>11</b>	<b>\$ 1,771</b>	<b>\$ -</b>	<b>\$ 153</b>	<b>\$ 1,924</b>
<b>Task 5</b>	<b>Topographic Survey</b>					
5.1	Identify private properties impacted	5	\$ 805	\$ -	\$ 123	\$ 928
5.2	Obtain design-level topographic survey	5	\$ 739	\$ 7,899	\$ 83	\$ 8,722
5.3	Format for AutoCAD Civil 3D	5	\$ 697	\$ -	\$ 138	\$ 835
5.4	Incorporate existing survey info available	5	\$ 697	\$ -	\$ 138	\$ 835
	<b>Subtotal</b>	<b>20</b>	<b>\$ 2,938</b>	<b>\$ 7,899</b>	<b>\$ 481</b>	<b>\$ 11,318</b>
<b>Task 6</b>	<b>Engineering Geology and Geotechnical Investigation</b>					
6.1	Perform geotechnical site review	4	\$ 735	\$ -	\$ -	\$ 735
6.2	Coordinate with utility companies for test pit locations	2	\$ 268	\$ -	\$ -	\$ 268
6.3	Witness test pits and document soil and groundwater conditions	8	\$ 1,416	\$ -	\$ 90	\$ 1,506
6.4	Prepare geologic technical memorandum	11	\$ 1,793	\$ -	\$ 51	\$ 1,844
	<b>Subtotal</b>	<b>25</b>	<b>\$ 4,212</b>	<b>\$ -</b>	<b>\$ 141</b>	<b>\$ 4,353</b>
<b>Task 7</b>	<b>Preliminary Design</b>					
7.1	Determine sidewalk layout and ramp and crossing locations	40	\$ 5,872	\$ -	\$ 912	\$ 6,784
7.2	Prepare stormwater design	32	\$ 4,576	\$ -	\$ 677	\$ 5,253
7.3	Prepare retaining wall design	9	\$ 1,425	\$ -	\$ 119	\$ 1,544
7.4	Prepare 60-percent plans, including:					
	Cover Sheet and General Notes	5	\$ 761	\$ -	\$ 120	\$ 881
	Conceptual TESC	5	\$ 761	\$ -	\$ 115	\$ 876
	Demolition Plan	6	\$ 854	\$ -	\$ 143	\$ 997
	Utility Relocation Plan	11	\$ 1,615	\$ -	\$ 278	\$ 1,893
	Site Grading, Sidewalk, and Stormwater Plan	14	\$ 2,062	\$ -	\$ 333	\$ 2,395
	Retaining Wall Plan	12	\$ 1,990	\$ -	\$ 143	\$ 2,133
7.5	Prepare right-of-way plan	14	\$ 2,062	\$ -	\$ 343	\$ 2,405
7.6	Prepare preliminary construction cost estimate	10	\$ 1,522	\$ -	\$ 194	\$ 1,716
7.7	Perform in-house review	26	\$ 4,106	\$ -	\$ 518	\$ 4,624
7.8	Submit plans and estimate to City	6	\$ 766	\$ -	\$ 244	\$ 1,010
7.9	Prepare for and attend City review meeting	9	\$ 1,427	\$ -	\$ 161	\$ 1,588
7.9	Assist with utility pole relocation coordination	8	\$ 1,146	\$ -	\$ 182	\$ 1,328
	<b>Subtotal</b>	<b>207</b>	<b>\$ 30,945</b>	<b>\$ -</b>	<b>\$ 4,478</b>	<b>\$ 35,423</b>

Description		Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
Classification						

Task 8	Assistance with Public Involvement and Outreach					
8.1	Prepare mailings to City area residents	13	\$ 1,841	\$ -	\$ 257	\$ 2,098
8.2	Provide to City list of area residence addresses	4	\$ 540	\$ -	\$ 83	\$ 623
8.3	Prepare figures for public meetings	15	\$ 2,133	\$ -	\$ 430	\$ 2,563
8.4	Prepare for and attend meetings	9	\$ 1,507	\$ -	\$ 78	\$ 1,585
<b>Subtotal</b>		<b>41</b>	<b>\$ 6,021</b>	<b>\$ -</b>	<b>\$ 847</b>	<b>\$ 6,868</b>

Task 9	Right-of-Way Appraisals					
9.1	Perform survey staking in field	1	\$ 157	\$ 7,710	\$ 38	\$ 7,904
9.2	Prepare legal descriptions	2	\$ 292	\$ 3,193	\$ 55	\$ 3,540
9.3	Review title reports	2	\$ 314	\$ -	\$ 163	\$ 477
9.4	Provide appraisals for properties to acquire	5	\$ 759	\$ 26,000	\$ 64	\$ 26,823
<b>Subtotal</b>		<b>10</b>	<b>\$ 1,522</b>	<b>\$ 36,903</b>	<b>\$ 320</b>	<b>\$ 38,744</b>

Task 10	Right-of-Way Acquisition					
10.1	Assist with property negotiation	5	\$ 865	\$ 44,000	\$ 99	\$ 44,964
10.2	Set property corners in field	3	\$ 427	\$ -	\$ 83	\$ 510
10.3	Provide records of surveys	4	\$ 584	\$ 1,590	\$ 170	\$ 2,344
10.4	Prepare Right-of-Way certification	8	\$ 1,208	\$ -	\$ 177	\$ 1,385
10.5	Provide assistance with federal funding/filing procedures	13	\$ 2,091	\$ -	\$ 169	\$ 2,260
<b>Subtotal</b>		<b>33</b>	<b>\$ 5,175</b>	<b>\$ 45,590</b>	<b>\$ 698</b>	<b>\$ 51,462</b>

Task 11	Permitting					
11.1	Prepare SEPA Checklist	10	\$ 1,474	\$ -	\$ 135	\$ 1,609
11.2	Prepare City Master Permit Application	3	\$ 405	\$ -	\$ 56	\$ 461
11.3	Prepare Site Development Permit Application	2	\$ 248	\$ -	\$ 28	\$ 276
11.4	Prepare Grading Permit Application	2	\$ 248	\$ -	\$ 28	\$ 276
11.5	Prepare Right-of-Way Permit Application	1	\$ 157	\$ -	\$ 28	\$ 185
11.6	Prepare Critical Areas Exemption	6	\$ 926	\$ -	\$ 79	\$ 1,005
11.7	Prepare NEPA	14	\$ 2,098	\$ -	\$ 243	\$ 2,341
11.8	Comply with ESA - Section 7	7	\$ 1,001	\$ -	\$ 81	\$ 1,082
11.9	Prepare National Historic Preservation Act - Section 106	4	\$ 542	\$ 690	\$ 37	\$ 1,269
11.10	Provide permit coordination	18	\$ 2,774	\$ -	\$ 138	\$ 2,912
<b>Subtotal</b>		<b>67</b>	<b>\$ 9,873</b>	<b>\$ 690</b>	<b>\$ 851</b>	<b>\$ 11,414</b>

Task 12	90-percent and Final Plans, Specifications, and Estimates					
12.1	Update to 90-percent plans, including:					
	Cover sheet and general notes	2	\$ 292	\$ -	\$ 65	\$ 357
	TESC	3	\$ 427	\$ -	\$ 88	\$ 515
	Demolition plan	5	\$ 739	\$ -	\$ 115	\$ 854
	Utility relocation plan	8	\$ 1,166	\$ -	\$ 195	\$ 1,361
	Site grading, sidewalk, and stormwater plan	17	\$ 2,677	\$ -	\$ 305	\$ 2,982
	Retaining Wall Plan	4	\$ 604	\$ -	\$ 88	\$ 692
	Signage and striping	6	\$ 874	\$ -	\$ 153	\$ 1,027
	Details for curbs/gutters, sidewalks and ADA ramps	5	\$ 697	\$ -	\$ 143	\$ 840
	Details for retaining walls	6	\$ 894	\$ -	\$ 115	\$ 1,009
	Details for stormwater	11	\$ 1,615	\$ -	\$ 258	\$ 1,873
	Details for landscaping	7	\$ 1,095	\$ -	\$ 115	\$ 1,210
	Temporary Traffic Control	9	\$ 1,301	\$ -	\$ 203	\$ 1,504
12.2	Assist with utility relocation coordination	8	\$ 1,188	\$ -	\$ 175	\$ 1,363
12.3	Prepare front-end specifications	13	\$ 1,797	\$ -	\$ 211	\$ 2,008
12.4	Prepare technical specifications	16	\$ 2,360	\$ -	\$ 238	\$ 2,598
12.5	Prepare measurement and payment and quantities tally	7	\$ 1,159	\$ -	\$ 111	\$ 1,270
12.6	Prepare 90-percent cost estimate	3	\$ 491	\$ -	\$ 56	\$ 547
12.7	Prepare SSP and SWPPP	20	\$ 2,872	\$ -	\$ 494	\$ 3,366
12.8	Perform in-house review	29	\$ 4,551	\$ -	\$ 575	\$ 5,126
12.9	Submit plans, specifications, and estimate to the City	6	\$ 766	\$ -	\$ 368	\$ 1,134
12.10	Meet with the City	9	\$ 1,427	\$ -	\$ 162	\$ 1,589
12.11	Update plans, specifications, and estimate to final bid set	34	\$ 4,842	\$ -	\$ 663	\$ 5,505
<b>Subtotal</b>		<b>228</b>	<b>\$ 33,834</b>	<b>\$ -</b>	<b>\$ 4,891</b>	<b>\$ 38,725</b>

Description	Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
Classification					

Task 13	Services During Bidding	Total Hours	Total Labor	Subconsultant	Total Expense	Total Cost
13.1	Prepare bid sets	14	\$ 1,714	\$ -	\$ 1,049	\$ 2,763
13.2	Prepare bid advertisement	1	\$ 157	\$ -	\$ 28	\$ 185
13.3	Respond to bidder questions	13	\$ 2,055	\$ -	\$ 248	\$ 2,303
13.4	Prepare addendum	9	\$ 1,277	\$ -	\$ 187	\$ 1,464
13.5	Perform bid analyses and contact references	11	\$ 1,527	\$ -	\$ 202	\$ 1,729
<b>Subtotal</b>		<b>48</b>	<b>\$ 6,730</b>	<b>\$ -</b>	<b>\$ 1,712</b>	<b>\$ 8,442</b>

<b>TOTAL</b>	<b>784</b>	<b>\$ 117,419</b>	<b>\$ 91,082</b>	<b>\$ 15,721</b>	<b>\$ 224,222</b>
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Exhibit E-2 (continued)  
 Consultant Fee Determination - Summary Sheet  
 Specific Rates of Pay  
 Fee Schedule

Project: City of Stanwood  
 68th Avenue NW Safe Routes to School Sidewalk Project

Discipline or Job Title	Hourly Rate	Overhead @ 159.930% x H.R.	Profit @ 30% x H.R. only	All Inclusive Rate Per Hour	x	Labor Hours	=	Cost
Professional IX	\$ 72.09	\$ 115.29	\$ 21.62	\$ 209.00	-			\$ -
Professional VIII	\$ 72.09	\$ 115.29	\$ 21.62	\$ 209.00	11			\$ 2,299.00
Professional VII	\$ 69.33	\$ 110.88	\$ 20.79	\$ 201.00	-			\$ -
Professional VI	\$ 64.15	\$ 102.60	\$ 19.25	\$ 186.00	11			\$ 2,046.00
Professional V	\$ 61.05	\$ 97.64	\$ 18.31	\$ 177.00	179			\$ 31,683.00
Professional IV	\$ 57.60	\$ 92.12	\$ 17.28	\$ 167.00	27			\$ 4,509.00
Professional III	\$ 54.15	\$ 86.60	\$ 16.25	\$ 157.00	225			\$ 35,325.00
Professional II	\$ 50.70	\$ 81.08	\$ 15.22	\$ 147.00	18			\$ 2,646.00
Professional I	\$ 46.56	\$ 74.46	\$ 13.98	\$ 135.00	237			\$ 31,995.00
Technician II	\$ 32.77	\$ 52.41	\$ 9.82	\$ 95.00	-			\$ -
Technician I	\$ 31.04	\$ 49.64	\$ 9.32	\$ 90.00	-			\$ -
Administrative V	\$ 43.46	\$ 69.51	\$ 13.03	\$ 126.00	-			\$ -
Administrative IV	\$ 36.22	\$ 57.93	\$ 10.85	\$ 105.00	-			\$ -
Administrative III	\$ 31.39	\$ 50.20	\$ 9.41	\$ 91.00	76			\$ 6,916.00
Administrative II	\$ 25.87	\$ 41.37	\$ 7.76	\$ 75.00	-			\$ -
Administrative I	\$ 21.73	\$ 34.75	\$ 6.52	\$ 63.00	-			\$ -

SUBTOTAL = \$ 117,419.00

Reimbursables:

In-house copies (each) 8.5" X 11"	\$0.09 / each	x 6310 each	=	\$567.90
In-house copies (each) 8.5" X 14"	\$0.14 / each	x -	=	\$0.00
In-house copies (each) 11" X 17"	\$0.20 / each	x -	=	\$0.00
In-house copies (color) (each) 8.5" X 11"	\$0.90 / each	x 229 each	=	\$206.10
In-house copies (color) (each) 8.5" X 14"	\$1.20 / each	x -	=	\$0.00
In-house copies (color) (each) 11 X 17"	\$2.00 / each	x 211 each	=	\$422.00
CAD System Per Hour	\$27.50 / hour	x 447 hours	=	\$12,292.50
GIS System Per Hour	\$27.50 / hour	x 9 hours	=	\$247.50
CAD Plots Large	\$25.00 / each	x -	=	\$0.00
CAD Plots Full Size	\$10.00 / each	x 32 each	=	\$320.00
CAD Plots Half Size	\$2.50 / each	x 544 each	=	\$1,360.00
Mileage Per Mile	\$0.565 / mile	x 540 miles	=	\$305.10

SUBTOTAL = \$15,721.10

Subconsultant/Subcontractor Costs:

Triad Associates (Survey)	\$20,391.93
James D. McCallum & Associates (Appraisal)	\$26,000.00
Fullerton & Associates (ROW Negotiation)	\$44,000.00
Applied Preservation Technologies (Cultural Resources)	\$690.00

Subconsultant Markup

\$ -

SUBTOTAL = \$91,081.93

GRAND TOTAL = \$224,222.03

Prepared by:  
 Bret Beaupain

Date:  
 2/7/2014



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

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

May 27, 2014

RH2 Engineering, Inc.  
22722 – 29<sup>th</sup> Drive SE  
Bothell, WA 98021

Subject: Approval of Provisional Rate

Dear Ms. Ricki Harbert:

We have approved your rates, (see attached email) effective May 27, 2014. These rates are on a provisional basis until either a successful completion of a FYE13 desk review by WSDOT Internal Audit or 180 days following the completion of your FYE14. These rates are approved for all WSDOT agreements (including Local Agency contracts).

We wish to thank RH2 Engineering, Inc. for their cooperation and assistance. If you have questions regarding this approval, please contact me at 360-705-7106.

Sincerely,

Erik Jonson  
Manager, Consultant Services Office

EJ:kal  
Enclosure: Approved Rate Table

cc:

ARK

**Smith, Heidi M.**

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**From:** Jonson, Erik  
**Sent:** Tuesday, May 27, 2014 3:13 PM  
**To:** Smith, Heidi M.  
**Cc:** Loran, Karlene; WSDOT Consultant Rates  
**Subject:** FW: Provisional Rate

RH2 and WSDOT have agreed to a provisional indirect cost rate, per the email exchange below. Please process letter today if possible. Thanks.

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**From:** Ricki Harbert [<mailto:raharbert@rh2.com>]  
**Sent:** Tuesday, May 27, 2014 12:44 PM  
**To:** Jonson, Erik  
**Subject:** RE: Provisional Rate

Hi Erik-

Thank you for your email and for speaking with me today. We agree that the provisional rate structure you've outlined below is what we'll use going forward until completion of the FYE2013 review or until 180 days following FYE2014. If there's anything else you need from RH2, please let me know.

Thanks again,  
Ricki

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**From:** Jonson, Erik [<mailto:JonsonE@wsdot.wa.gov>]  
**Sent:** Tuesday, May 27, 2014 12:37 PM  
**To:** Ricki Harbert  
**Subject:** Provisional Rate

Hi Ricki,

Thanks for the phone call earlier. I am glad we have negotiated something mutually acceptable regarding your indirect cost rate.

Here is what I believe we have agreed to:

A provisional indirect cost rate of 172.66 that would be applicable to all WSDOT agreements (including Local Agency contracts) until either the successful completion of a FYE13 desk review by WSDOT Internal Audit or 180 days following the completion of your FYE14.

I would appreciate a return email acknowledging our agreement. Once I have that we will get the official written documentation out the door to you.

We hope this offer enables everyone to move forward - quickly! Please feel free to contact me with any questions or concerns.

Best Regards,

Erik

Approved by:



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 Washington State  
Department of Transportation



**RH2 ENGINEERING, INC.**  
**Overhead Schedule**  
**For the Year Ended December 31, 2010**

Description	Financial Statement Amount	RH2 Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
<b>Direct Labor</b>	<u>\$3,677,413</u>				<u>\$3,677,413</u>	100.00%
<b>Fringe Benefits:</b>						
Vacation, Sick, & Holiday	\$741,411		(\$50,394)	P	\$691,017	18.79%
FICA & Medicare	473,760				473,760	12.88%
Unemployment	36,433				36,433	0.99%
Health & Accident Insurance	410,809				410,809	11.17%
L&I	16,684				16,684	0.45%
Retirement Plan	226,444				226,444	6.16%
Advertising Labor Fringe			(14,274)	L	(14,274)	-0.39%
<b>Total Fringe Benefits</b>	<u>\$1,905,542</u>	<u>\$0</u>	<u>(\$64,668)</u>		<u>\$1,840,874</u>	<u>50.06%</u>
<b>General Overhead:</b>						
Indirect Labor	\$2,530,218	(\$46,501)		B	\$2,483,717	67.54%
Bonus	\$647,780		(\$647,780)	M	0	0.00%
Rent & Building Utilities	827,619				827,619	22.51%
Equipment Support	422,769				422,769	11.50%
B&O/Property/Excise Taxes	222,336				222,336	6.05%
General Insurance	135,740				135,740	3.69%
Legal/Acctg/Computer Consultants	27,983				27,983	0.76%
Interest and Bank Charges	23,445	(23,445)		C	0	0.00%
Travel	133,888	(21,151)	(55,104)	I,N	57,634	1.57%
Postage & Miscellaneous	46,133	(11,162)	(411)	J,O	34,561	0.94%
Telephone	87,811				87,811	2.39%
Supplies & Printing	135,257				135,257	3.68%
Professional Development	24,511				24,511	0.67%
Dues & Subscriptions	26,805				26,805	0.73%
Business Planning & Recruiting	116,916	(21,386)		G	95,530	2.60%
Bad Debt	1,076	(1,076)		D	0	0.00%
Keyman Insurance	4,806	(4,806)		E	0	0.00%
Donations	4,820	(4,820)		F	0	0.00%
Advertising / Promotional Items	20,496	(20,496)		B	0	0.00%
Client Gifts & Entertainment	75,329	(75,329)		G,H	0	0.00%
Gains/Losses from Sale of Assets	(6,257)	6,257		A	0	0.00%
Federal Income Tax	3	(3)		K	0	0.00%
Deferred Federal Income Tax	202,000	(202,000)		K	0	0.00%
In-House Costs Reimbursed	(542,017)				(542,017)	-14.74%
<b>Total General Overhead</b>	<u>\$5,169,469</u>	<u>(\$425,917)</u>	<u>(\$703,295)</u>		<u>\$4,040,257</u>	<u>109.87%</u>
<b>Total Overhead Costs</b>	<u>\$7,075,011</u>	<u>(\$425,917)</u>	<u>(\$767,963)</u>		<u>\$5,881,131</u>	<u>159.93%</u>
<b>Overhead Rate</b>	192.39%	180.81%			<u><u>159.93%</u></u>	

**RH2 ENGINEERING, INC.**  
**Overhead Schedule**  
**For the Year Ended December 31, 2010**

Description	Financial Statement Amount	RH2 Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
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*RH2 Engineering, Inc. - Reviewed & Accepted 09/06/12 LT*  
*"Overhead Rate still subject to WSDOT Audit"*

**References**

**RH2 Engineering Adjustments:**

***RH2 Engineering Overhead Prepared by Kris Nordlund, Financial Manager of RH2 Engineering***

- A Gains/Losses on Depreciable Property or Other Capital Assets per 48 CFR 31.205-16
- B Advertising and Public relations labor & expenses unallowable per 48 CFR 31.205-1 and 31.205-38
- C Interest & Financial Charges unallowable per 48 CFR 31.205-20
- D Bad Debts unallowable per 48 CFR 31.205-3
- E Key person life insurance unallowable per 48 CFR 31.205-19(e)(2)(v).
- F Contributions unallowable per 48 CFR 31.205-8l.
- G Entertainment unallowable per 48 CFR 31.205-14 and Gifts unallowable per 48 CFR 31.205-13.
- H Alcoholic Beverages unallowable per 48 CFR 31.205-51
- I Personal use of company vehicles not allowable
- J Costs of memberships in civic and community organization unallowable per 48 CFR 31.205-1(f)(7).
- K Deferred Federal Income Tax and Tax unallowable per 48 CFR 31.201-4, 31.205-20, 31.205-27 and 31.205-41.

**WSDOT Adjustments:**

- L Associated Advertising and Public Relation labor fringe unallowable per 48 CFR 31.205-1 and 31.201-6.  
Fringe adjustment based on WSDOT calculation, estimate.
- M Bonus payments do not have performance criteria supporting documentation and there is not a written bonus plan.  
Bonus unallowable per 48 CFR 31.205-6(f), AASHTO Audit Guide and WSDOT Interpretive Guidance for bonus.
- N RH2 Engineering reviewed account and provided adjustment amount. Unallowable costs include directly associated to a project costs unallowable per 48 CFR 31.202(a) and 31.201-6. Trade Show Booth costs and associated costs unallowable per 48 CFR 31.205-1 and 31.201-6. Travel costs in excess of allowable per diem rates unallowable per 48 CFR 31.205-46.
- O Entertainment unallowable per 48 CFR 31.205-14 and Unsupported costs unallowable per 48 CFR 201-2, 31.201-4.
- P Adjust balance of Vacation/Sick/Holiday to balance with Financial Statements and Labor Distribution report.  
Costs must be supported per 48 CFR 31.201-2 and 31.201-4

**Certification of Final Indirect Costs**Firm Name: RH2 Engineering, Inc.Indirect Cost Rate Proposal: 188.13Date of Proposal Preparation (mm/dd/yyyy): 04/12/2012Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2010 to 12/31/2010

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

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

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

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

Signature: Name of Certifying Official\* (Print): Richard H. HarbertTitle: PresidentDate of Certification (mm/dd/yyyy): 04/13/2012

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

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



LOCAL AGENCY STANDARD CONSULTANT AGREEMENT  
EXHIBIT G



8th AVENUE NW – 280th STREET NW TO 284th STREET NW  
STANWOOD, WA  
JANUARY 17, 2014

**EXHIBIT A - SCOPE OF SERVICES**

**TASK 1 - TOPOGRAPHIC SURVEY**

**This task includes:**

- Recovering existing horizontal and vertical control points established by Washington State Department of Transportation or Snohomish County and establishment of the necessary horizontal control points and benchmarks within the project limits to perform the topographic survey. Primary horizontal and vertical control will be established using GPS and conventional survey techniques.
- Obtain ground elevations within the limits of the survey on an approximate 25-foot grid plus elevations along obvious topographic breaks.
- Obtain location of existing structures within the limits of the survey.
- Obtain location of the following improvements with elevations within the limits of the survey:
  - a) Edge of asphalt, curbing, sidewalks and other surface improvements.
  - b) Catch basins, culverts, sewer manholes, fire hydrants, valve boxes (including rim and top of nut elevations) and other utilities which are observable from surface exploration. The pipe diameter, type of pipe, direction of flow and top and invert elevations of storm and sanitary sewer facilities will be obtained.
  - c) Fences
- Obtain ground elevations within the limits of the survey at conifer trees (6 inch caliper and greater) and deciduous trees (6 inch caliper and greater). The tree location, species, drip line and caliper will be noted on the survey drawing prepared under this task.
- Locate paint or other markings denoting the location of underground utilities as established by others.
- Preparation of a drawing at a scale of 1" = 20' showing the location information noted above together with the topographic relief shown via contours of equal elevation at a 1-foot contour interval.
- Deliverables will be:
  - Digital files compatible with AutoCAD 2012 and Civil 3D including a surface file.
  - Prints of the drawing prepared under this task at a scale of 1" = 20'.

**This task does not include:**

- Obtaining title reports for the parcels adjoining the street right of ways.
- Boundary surveying to determine property lines.



## TASK 1 - TOPOGRAPHIC SURVEY (continued)

### Assumptions:

- The limits of the survey are described as:
  - a. That portion of the right of way for 68<sup>th</sup> Avenue West lying west of the centerline of existing pavement between 280<sup>th</sup> Street NW and 285<sup>th</sup> Street NW except that portion thereof lying within the plats of Kylie Park Phase 1, Hawks Prairie and Cedarhome Farms; together with the east 15 feet of the properties adjoining said right of way.
  - b. That portion of the right of way for 284<sup>th</sup> Street NW lying south of the centerline of the existing pavement between 68<sup>th</sup> Avenue NW and 70<sup>th</sup> Avenue NW except that portion thereof lying with the plat of Hawks Prairie; together with the north 15 feet of the properties adjoining said right of way.
- Right of entry onto the private properties will be obtained by the Consultant.
- The horizontal datum for the project will be NAD 83/91. The vertical datum will be NGVD 29. Coordinates for this project will be Washington State Plane Grid Coordinates – North Zone.
- Right of way and property line calculations to be performed under Task 002.
- Utility locations shown on the survey drawing will be based upon field location of existing utility structures, field location of underground utilities based on paint marks established by a utility locate service and locations based on utility maps provided by utility purveyors. Other utilities may exist. No sub-surface exploration will be done to verify utility routings and the routing of all buried utilities should be confirmed with the utility purveyor and exposed in areas critical to design.
- Underground utility locates will be requested through the One-Call Center. If they are unable to do the underground utility locates the Consultant will be notified and if necessary a private locate company will be retained to provide these services for an additional fee.
- The needed monumentation/section control physically exists at the following locations:
  - a) WSDOT Survey Control Point – Stanwood.
  - b) WSDOT Survey Control Point - V456 RESET
- If the above noted monumentation/section control has been disturbed or is not retrievable, an additional fee may be required.
- Survey will be completed in accordance with the "General Requirements for Control and Topographic Surveys" dated 7/9/13 provided by the RH2 Engineering.

## TASK 002 – BOUNDARY/RIGHT OF WAY SURVEY

### This task includes:

- Recovering the PLSS and other controlling survey monuments necessary to locate the subject properties.
- Calculations to determine the boundaries of the subject properties based on a current title report to be supplied by Consultant. The calculations will be performed under generally accepted survey practices and is a professional interpretation of this information.
- Calculations to determine the new right of way lines for 68<sup>th</sup> Avenue NW and 284<sup>th</sup> Avenue NW based on information provided by the Consultant.
- Stake the intersection of the new right of way lines with the boundaries of the subject properties with a rebar and cap or as noted on the survey.

**TASK 002 – BOUNDARY/RIGHT OF WAY SURVEY (continued)**

- Prepare and file a Record of Survey as required by RCW 58.09.
- Recording fees payable to Snohomish County.

**This task does not include:**

- Resolution of physical encroachments/occupation that may be disclosed by field survey.

**Assumptions:**

- The subject properties are highlighted on the attached Exhibit B which is a portion of the Snohomish County Assessor's Map for Section 20, T. 32 N., R. 4 E., W.M.
- The needed monumentation/section control physically exists at the following locations:
  - a) Northwest Corner of Section 20, T. 32 N., R. 4 E., W.M.
  - b) West Quarter Corner of Section 20, T. 32 N., R. 4 E., W.M.
  - c) North Quarter Corner of Section 20, T. 32 N., R. 4 E., W.M.
  - d) North Quarter Corner of Section 17, T. 32 N., R. 4 E., W.M.
  - e) Intersection Monument at 281<sup>st</sup> Place NW and 68<sup>th</sup> Avenue NW
  - f) Intersection Monument at 282<sup>nd</sup> Place NW and 68<sup>th</sup> Avenue NW
  - g) Intersection Monument at 285<sup>th</sup> Street NW and 68<sup>th</sup> Avenue NW
- If the above noted monumentation/section control has been disturbed or is not retrievable, an additional fee may be required.
- Fee includes 6 hours of research time evaluating existing survey data (record of survey, section control) which affect the subject property. If in the course of this review it is determined that any of the boundaries of the subject properties are problematic or discrepancies exist, the Consultant will be notified and a new fee would be negotiated for any additional work.

**TASK 003 - LEGAL DESCRIPTION PREPARATION****This task includes:**

- Prepare a written legal descriptions and exhibits of the parcels to be conveyed to the City of Stanwood for new street right of way. The exhibits will show the area of the parcel. There are up to twelve legal descriptions and exhibits to be prepared.

**This task does not include:**

- Attachment to any legal document
- Any fees associated in recordation of this document

**TASK 004 – MEETINGS, COORDINATION & CONSULTATION****This task includes:**

- Presentation or attendance at public meetings and hearings.
- Meetings and consultation with the Consultant, appraisers, City of Stanwood staff and other parties as necessary to review and resolve issues affecting the project.



**EXHIBIT B – PARCELS TO BE SURVEYED UNDER TASK 002**

PORTION OF THE NW ¼ OF SECTION 20, T. 32 N., R. 4 E., W.M. & SW ¼ OF SECTION 17, T. 32 N., R. 4 E., W.M.



**EXHIBIT G-1**  
**Fee Schedule**  
**Consultant Fee Determination: Hours and Fees by Task**  
**Triad Associates**  
**Kirkland, WA**

Classification/Consultant Personnel	Task 1		Task 2		Task 3		Task 4		Total	
	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees
Project Management										
<i>Principal</i>	4	544.81	12	1,634.42	8	1,089.61	8	1,089.61	32	4,358.45
2 Person Field Crew										
<i>Surveyor - Party Chief</i>	20	2,125.54	16	1,700.43	0	-	-	-	36	3,825.96
<i>Surveyor - Chainperson</i>	20	1,271.97	16	1,017.58	0	-	-	-	36	2,289.55
Office										
<i>Survey Technician</i>	30	3,749.65	24	2,999.72	16	1,999.81	4	499.95	74	9,249.13
Support										
<i>Administrative</i>	2	207.53	2	207.53	1	103.77	-	-	5	518.83
<b>Total Time Charges</b>	76	7,899.49	70	7,559.68	25	3,193.19	12	1,589.57	183	20,241.93
Reimbursables				150.00		-				150.00
<b>Total</b>	76	7,899.49	70	7,709.68	25	3,193.19	12	1,589.57	183	20,391.93

## EXHIBIT G-2

## Fee Schedule

Consultant Fee Determination- Specific Rates of Pay  
Triad Associates  
Kirkland, WA

Discipline or Job Title	Hourly Rate	Overhead @ 204.73%	Profit @ 30%	Rate per Hour
Principal	40.69	83.30	12.21	\$136.20
Surveyor - Party Chief	31.75	65.00	9.53	\$106.28
Surveyors - Chainperson	19.00	38.90	5.70	\$63.60
Survey Technician	37.34	76.45	11.20	\$124.99
Administrative	31.00	63.47	9.30	\$103.77



**Washington State  
Department of Transportation**  
**Paula J. Hammond, P.E.**  
Secretary of Transportation

**Transportation Building**  
310 Maple Park Avenue S.E.  
P.O. Box 47300  
Olympia, WA 98504-7300

360-705-7000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

October 3, 2011

Jennifer Bixel, Accounting Manager  
Triad Engineering & Planning Associates, Inc.  
12112 115<sup>th</sup> Avenue NE  
Kirkland, WA 98029-6929

Re: Triad Engineering & Planning Associates, Inc. Overhead Schedule  
Fiscal Year End December 31, 2010

Dear Ms. Bixel:

On September 30, 2011, as a WSDOT representative, Sarah Erdmann, Audit Specialist, completed a desk review of your proposed FYE December 31, 2010, Overhead Schedule. Sarah also reviewed the documentation provided by Triad Engineering & Planning Associates, Inc. during this review process.

The reviewed data included, but was not limited to; the schedule of the indirect cost rate, a description of the company, basis of accounting and description of Triad Engineering & Planning Associates, Inc. accounting system and the basis of indirect costs.

Based on our work, we are issuing this letter of review establishing Triad Engineering & Planning Associates, Inc. overhead rate for the fiscal year ending December 31, 2010, at 204.73% of direct labor. Costs billed to actual agreements will still be subject to audit of actual costs.

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

Please remember that when you provide next year's overhead schedule to our office, you will also need to submit your *Compensation Analysis* for review. This analysis must be in compliance with the steps listed in the AASHTO Audit Guide, Chapter 7. We will need your *Compensation Analysis* in order to complete our review of your overhead schedule.

EXHIBIT G-3

Ms. Bixel  
October 3, 2011  
Page 2

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

Sincerely,



Martha S. Roach  
Agreement Compliance Audit Manager

MR:ds  
Enclosures

cc: Steve McKerney, Director of Internal Audit  
Jeri Sivertson, Assistant Director of Internal Audit  
Larry Schofield, MS 47323  
Tharmalingam Bremjit, MS TB-32  
File

## Exhibit G-1 and G-2

James D. McCallum & Associates, Inc.  
8300 Cedarhome Dr., Stanwood, WA 98292  
Voice: (360) 435-1198/Email: mccallum@snohomish.net

January 16, 2014

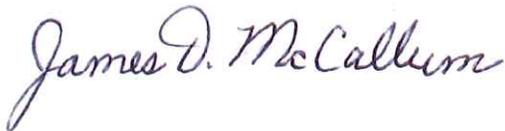
Dan Burwell | RH2 Engineering, Inc.  
4164 Meridian Street, Suite 302  
Bellingham, WA 98226

Re: Appraisal Services

Dan, I am pleased to submit this statement regarding my current hourly rate for professional appraisal services. As a sole proprietor, I undertake all work personally without any associates, trainees or sub-contractors, unless a special situation calls for outside expertise. I do not have a calculated overhead rate. My lowest field rate is \$100.00 per hour, which includes direct salary, overhead and fees. In the event of legal proceedings, a higher hourly figure is applied for litigation-related services. All non-salary costs, if any, are invoiced without any mark-up. In longer assignments, a progress billing may be submitted on a monthly basis according to time expended and/or percentage of project completion.

I am looking forward to working with you in this matter. Please contact me for additional clarification, questions or concerns.

Very truly yours,



James D. McCallum, MAI

**Exhibit G-1 and G-2**  
**FULLERTON & ASSOCIATES**  
**(425) 210-6611**

**CITY OF STANWOOD**  
**68<sup>TH</sup> AVENUE WIDENING PROJECT**

I submit the following Scope of Work for Fullerton & Associates to provide professional negotiation services for the partial acquisition of ten (10) parcels needed for the above titled project.

**SCOPE OF WORK**

- Meet with city staff and/or RH2 Engineers or other consultants or personnel as required
- Review all pertinent maps and drawings
- Review all preliminary commitments to title
- Review all parcel maps and construction drawings
- Review property data on all parcels
- Review all appraisals
- Prepare a "Fair Offer Letter" to be presented and countersigned by the property owner(s) at the commencement of negotiations
- Conduct all negotiations and correspondence with the property owner(s), and/or their agents and/or representatives(s)
- Create and maintain a "Negotiators Log" to detail the content of all contacts and conversations with the property owner(s), and/or their agent(s) and/or representative(s)
- Coordinate efforts with the City Attorney's Office
- Deliver all signed documents to the City Attorney's Office for recordation
- It may be requested that Fullerton & Associates perform additional undefined services not included in the above tasks. No work is to be performed under this task unless specifically authorized by the City and/or RH2 Engineering.

My hourly rate is \$120.00. Based upon the Scope of Work as stated above, it is estimated that the total cost to acquire the ten (10) partial acquisitions would not exceed \$44,000.

FULLERTON & ASSOCIATES

Craig A. Fullerton

**Exhibit G-1 and G-2**

**EPPARD**  
*VISION*

A nonprofit organization dedicated to strengthening communities

APT - Applied Preservation Technologies

P.O. Box 5914

Bellingham, WA 98227-5914

January 22, 2014

Dan Burwell  
RH2 Engineering  
4164 Meridian St, Ste. 302  
Bellingham, WA 98226

**RE: CULTURAL RESOURCE REVIEW FOR THE CITY OF STANWOOD'S 68<sup>TH</sup> AVE. NW  
SAFE ROUTES TO SCHOOL PROJECT**

Dear Mr. Burwell:

Thank you very much for inviting APT-Applied Preservation Technologies, a program of the nonprofit Eppard Vision, to submit a scope and fee for a cultural resource review of the above-referenced project. We greatly appreciate the opportunity to partner with RH2 Engineering.

Based upon project information provided by RH2, including a location map, APT proposes the following scope and fee:

- 1) Review relevant written records, including the Washington State Dept. of Archaeology and Historic Preservation (DAHP) online database of designated historical sites (i.e. Washington Information System for Architectural & Archaeological Records Data, or WISAARD)  
Personnel: 3 hrs x \$75/hr = \$225
- 2) Provide a written report of the results of the cultural resource review and professional recommendations regarding additional cultural resource work deemed necessary [e.g. archaeological survey, archaeological monitoring during construction, traditional cultural property (TCP) study]  
Personnel: 5 hrs x \$75/hr = \$375
- 3) Conduct general administrative duties  
Approximately 15% of total: \$90

The total fee for the cultural resource review is \$690. Should you have any questions, please contact me by phone or email as provided below. Thank you very much for the opportunity to provide this scope and fee.

Sincerely,



Mary Rossi, M.A.  
APT Program Director  
360.920.8908  
mkrossi@eppardvision.org

## Exhibit H

### Title VI Assurances

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

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

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

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

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

**(Refer to Agreement, Section IX)**

**Lump Sum Contracts**

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

**Cost Plus Fixed Fee Contracts**

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

**Specific Rates of Pay Contracts**

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

**Cost Per Unit of Work Contracts**

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

## Exhibit J

### Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

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

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

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide H&LP, through the Region

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

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

#### Step 5 – Forward Documents to Highways and Local Programs

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

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

## **Exhibit K**

### **Consultant Claim Procedures**

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

## Exhibit M-1(a) Certification Of Consultant

Project No. \_\_\_\_\_

Local Agency \_\_\_\_\_

I hereby certify that I am Tony V. Pardi and duly authorized representative of the firm of RH2 Engineering, Inc. whose address is 22722 29th Drive SE, Suite 210, Bothell, WA 98021 and that neither I nor the above firm I here represent has:

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

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

2/18/14  
Date

Tony V. Pardi  
Signature

**Exhibit M-1(b)**  
**Certification Of Agency Official**

I hereby certify that I am the AGENCY Official of the Local Agency of City of Stanwood, Washington, and that the consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

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

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

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

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

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

Consultant (Firm): RH2 Engineering, Inc.

2/18/14  
(Date)

  
(Signature) President or Authorized Official of Consultant