



Meeting Date: March 22, 2021  
 Agenda Item No:

<b><u>Kitsap County Board of Commissioners</u></b>			
<b>Office/Department:</b>		Public Works-Roads	
<b>Staff Contact:</b>		Gary Kaczynski, 360-337-4689	
<b>Agenda Item Title:</b>		KC-102-21 – Parametrix, Inc. NW Greaves Way and Old Frontier Road NW - Roundabout (CRP 3696) in Commissioner District 3	
<b>Recommended Action:</b> Move the Board of County Commissioners review and authorize the Chair to execute KC-102-21 - Parametrix, Inc. NW Greaves Way and Old Frontier Road NW - Roundabout (CRP 3696) in Commissioner District 3			
<b>Summary:</b>	This contract provides design and permitting for a bid-ready project to create a roundabout at the intersection of NW Greaves Way and Old Frontier Road NW. The roundabout will facilitate access within and to the Silverdale downtown while improving intersection safety for vehicles, bicycles, and pedestrians. The work will include channelization into a single-lane compact roundabout, all related survey, sidewalk, curb and gutter, bicycle lanes, street lighting, landscape strips, and associated drainage improvements.		
<b>Attachments:</b>	<ol style="list-style-type: none"> <li>1. Contract Review Sheet</li> <li>2. Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement including Scope of Work and Budget</li> </ol>		
<b>Fiscal Impact for this Specific Action</b>			
<b>Expenditure required for this specific action:</b>	\$319,858.20 (includes \$10,000.00 management reserve)		
<b>Related Revenue for this specific action:</b>	\$143,000 (Transportation Improvement Board Grant)		
<b>Cost Savings for this specific action:</b>	\${Cost Savings}		
<b>Net Fiscal Impact:</b>	\$176,858.00		
<b>Source of Funds:</b>	Road Fund		
<b>Fiscal Impact for Total Project</b>			
<b>Project Costs:</b>	\$1,597,000		
<b>Project Costs Savings:</b>	\${Project Cost Savings}		
<b>Project Related Revenue:</b>	\$1,237,000.00 (Transportation Improvement Board Grant)		
<b>Project Net Total:</b>	\$360,000 Road Fund		
<b>Fiscal Impact (DAS) Review</b>			
<b>Office/Departmental Review &amp; Coordination</b>			
<b>Office/Department</b>	<b>Department Director</b>	<b>Approve</b>	
Public Works-Roads	Andrew B. Nelson	 <i>Andrew B. Nelson, P.E.</i> <i>8 March 2021</i>	
<b>Contract Information</b>			
<b>Contract Number</b>	<b>Date Original Contract or Amendment Approved</b>	<b>Amount of Original Contract Amendment</b>	<b>Total Amount of Amended Contract</b>
KC-102-21	Current		\$319,858.20



**Kitsap County**  
**CONTRACT REVIEW SHEET**  
 (Chapter 3.56 KCC)

<b>A. CONTRACT INFORMATION</b>			
1. Contractor	Parametrix, Inc.		
2. Purpose	NW Greaves Way and Old Frontier Road NW - Roundabout (CRP 3696)		
3. Contract Amount	319,858.20 (includes \$10,000.00 management reserve)	Disburse	Receive
		<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Contract Term	8/31/2022		
5. Contract Administrator	Gary Kaczynski	Phone	337-4689
<b>Approved:</b>	Andrew B. Nelson, P.E. Department Director	<b>Date</b>	February 3, 2021
<b>B. AUDITOR – ACCOUNTING INFORMATION</b>			
1. Contract Control Number	KC-102-21		
2. Fund Name	Road Fund		
3. Payment from-Revenue to CC/Account Nbr	1023159.5412.5101		
4. Encumbered By	Dave Schureman	<b>Date</b>	2/18/2021
<b>C. AUDITOR'S ACCOUNTING – GRANTS REVIEW</b> <i>Signature required only if contract is grant funded</i>			
1.	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	
<b>Reviewer</b>	Dave Schureman	<b>Date</b>	2/18/2021
2. Comments:			
<b>D. ADMINISTRATIVE SERVICES DEPARTMENT – RISK MANAGER REVIEW</b>			
1.	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	
<b>Reviewer</b>	Timothy M. Perez	<b>Date</b>	3/4/2021
2. Comments:			
<b>E. ADMINISTRATIVE SERVICES DEPARTMENT – BUDGET MANAGER REVIEW</b> <i>Signature required only if contract is for \$50,000 or more, OR it will be signed by board of commissioners (regardless of dollar amount)</i>			
1.	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	
<b>Reviewer</b>	Aimée Campbell	<b>Date</b>	02/18/2021
2. Comments:			
<b>F. PERSONNEL DEPARTMENT – PERSONNEL DIRECTOR REVIEW</b> <i>Signature required only if union or employment contract</i>			
1.	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	
<b>Reviewer</b>		<b>Date</b>	
2. Comments:			
<b>G. PROSECUTING ATTORNEY</b>			
1.	<input checked="" type="checkbox"/> Approved as to Form	<input type="checkbox"/> Not Approved as to Form	
<b>Reviewer</b>	Elizabeth Doran	<b>Date</b>	02-18-2021
2. Comments:			
<b>H. CERTIFICATION BY CONTRACT ADMINISTRATOR: THIS CONTRACT IS READY FOR CONSIDERATION BY THE AUTHORIZED CONTRACT SIGNER.</b> <i>(For contract signing authority, see KCC 3.56.075)</i>			

Date Approved by the Chair of the Board of Commissioners: \_\_\_\_\_ Date \_\_\_\_\_  
 RETURN SIGNED ORIGINALS TO: \_\_\_\_\_ Lori Allen @ MS-26 extension 4838

# Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Does this Require DES filing?  Yes  No

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

## Index of Exhibits

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

Agreement Number:

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

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

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

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

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

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

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

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

## **III. General Requirements**

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

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

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

Agreement Number:

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

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

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

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

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

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

If to AGENCY:

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

If to CONSULTANT:

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

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

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES.

Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

Agreement Number:

## V. Payment Provisions

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

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

Agreement Number:

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

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

Agreement Number:

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

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

## **VI. Sub-Contracting**

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

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

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

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

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

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

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

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

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

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

Agreement Number:

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

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

## **VIII. Nondiscrimination**

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

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

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

## **IX. Termination of Agreement**

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

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

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

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

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

Agreement Number:

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

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

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

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

## **X. Changes of Work**

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

## **XI. Disputes**

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

Agreement Number:

## **XII. Legal Relations**

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

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

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

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

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

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

Agreement Number:



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

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

### **XIII. Extra Work**

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

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

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

### **XV. Federal Review**

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

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

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

Agreement Number:

## **XVII. Complete Agreement**

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

## **XVIII. Execution and Acceptance**

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

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

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

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

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

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

Agreement Number:

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

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

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

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

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

## **XX. Records Maintenance**

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

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

Agreement Number:

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

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

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

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

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Agreement Number:

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

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Federal Aid No.

Agreement Number:

# SCOPE OF WORK

## Kitsap County NW Greaves Way and Old Frontier Road NW - Roundabout

### INTRODUCTION AND PROJECT OVERVIEW

This Kitsap County Department of Public Works desires to address capacity and safety deficiencies at the intersection of NW Greaves Way and Old Frontier Road NW. The general scope of the project is to design a roundabout at the intersection that will facilitate access within and to the Silverdale Downtown while improving intersection safety for vehicles, bicycles, and pedestrians. The Work will include channelization into a single lane compact roundabout, all related survey, sidewalk, curb and gutter, bicycle lanes, street lighting, landscaping, and associated drainage improvements.

The scope of this work will be based upon the recommendations included in the Kitsap County NW Greaves Way at Old Frontier Road NW Traffic Study published in August of 2019.

In general, this Scope of Work (SOW) covers work to complete bid ready Plans, Specifications and Estimate (PS&E) for a single lane, compact roundabout at the intersection of Greaves and Old Frontier.

### SCHEDULE

It is assumed that the design phase for this project will begin January 2021 and bid documents complete by August 2022 or 20 months.

### GENERAL ASSUMPTIONS

The following are general assumptions that apply to all work included in this SOW:

- The duration of this work is expected to be 20 months.
- No federal funds or DBE goals are anticipated on this project.
- The community outreach process will be led by the County. The Consultant will provide County assistance with outreach by participating in meetings and providing materials for meetings as described in this Scope of Work.
- Any right-of-way acquisitions or easement negotiations and appraisals will be led by the County. The Consultant will provide the County assistance by preparing exhibits required to assist the County with negotiations as described in this Scope of Work.
- Project will be designed in accordance with latest Kitsap County standards, including the June 2020 Kitsap County Stormwater Design Manual, the 2020 Kitsap County Road Standards, NCHRP Roundabout Design Guide and applicable sections of the WSDOT Design Manuals.
- Design documents will be prepared using internal Parametrix production standards unless otherwise noted in this Scope of Work.

- An archeologist will not be required to complete this Work. Should archaeological services be required, a supplement may be needed.

The following tasks are included in this SOW:

## TASK 1 – PROJECT MANAGEMENT

### Subtask 1.01 – Project Management

#### Goal

Maintain consistent communication with the County and project team to maximize teamwork and productivity. Maintain control of the project scope, budget, and schedule. Participate in design review meetings with the County Project Manager to maximize efficiency and execution of the work.

#### Approach

The approach to Subtask 1.01 includes:

- Schedule and coordinate the work of Parametrix team members and ensure that work is completed accurately and within scope and budget.
- Coordinate with County staff including:
  - Prepare and submit monthly progress billings to the County.
  - Provide additional identification of issues and proposed solutions if unforeseen issues arise.
  - Provide a design schedule.
- Meet with the County over video conference calls as follows:
  - Once-a-month coordination meeting between design team and County Project Manager.
  - Twice-a-month coordination meeting between Consultant Project Manager and County Project Manager

#### Deliverables

The deliverables for Subtask 1.01 consist of the following:

- Monthly progress reports and invoices (20).
- Project design schedule (1).

#### Assumptions

Following are the assumptions of Subtask 1.01:

- Delays due to unforeseen circumstances (i.e., additional meetings or extended review periods) may result in additional effort necessary for project management and administration which may require a supplement.

- Once per month video conference design coordination meetings will be attended by up to three (3) Parametrix staff and will require a total of 0.5 hours each. Formal agendas and meeting notes are not expected to be prepared for these calls.
- Twice per month video conference project management coordination meetings will be attended by up to one (1) Parametrix staff and will require a total of 30 minutes each. Formal agendas and meeting notes are not expected to be prepared for these calls.

### Subtask 1.02 – Quality Control/Quality Assurance

#### Goal

To prepare a Quality Management Plan (QMP) for the project and to complete internal quality reviews of each deliverable as noted below.

#### Approach

Parametrix will perform quality control and quality assurance (QA/QC) reviews of each deliverable including:

- Conceptual Update / Geometric Review Package
- 50% PS&E Package
- 90% PS&E Package
- Final Design Package
- Draft and Final Drainage Report

#### Deliverables

- Independent quality reviews of each deliverable listed on Parametrix internal standard comment response sheets (electronic PDF format).
- Quality Management Plan (PDF format).

### Subtask 1.03 – Community Outreach and Coordination

#### Goal

To assist the County with Community Outreach and stakeholder coordination efforts for the project. To attend outreach meetings and provide graphics and presentation materials in support of County led meetings with stakeholders and the public.

#### Approach

Parametrix will attend up to three meetings with individual stakeholders. Parametrix will prepare graphics as directed by the County for these three meetings

Parametrix will attend up to two open house meetings with the public. Parametrix will prepare graphics and presentation materials as requested by the County for these two meetings

Parametrix will provide graphics and presentation materials for County use to upload to the County's project website.

### Deliverables

- Nine (9) individual meeting graphics in electronic PDF or JPG format. Up to 10 copies of each graphic in 11x17 format will be provided. Up to 1 copies of each open house graphic in 22x34 format will be provided. Up to two graphics for each Open House use will be provided on foam board (4 total).

### Assumptions

- Meetings with individual stakeholders will be held in-person, on-site following latest County and Parametrix COVID protocols.
- Individual stakeholder meetings will be attended by up to one (1) Parametrix staff, and will require a total of 2 hours each, including travel.
- Up to one graphic will be prepared for each stakeholder meeting.
- Open house meetings will be held in-person in County provided locations allowing for adhering to the latest County and Parametrix COVID protocols.
- Open houses will be attended by up to two (2) Parametrix staff, and will require a total of 3 hours each, including travel.
- Up to two graphics will be prepared for each open house meeting.
- Up to two graphics will be prepared for County use on the project website.
- Meeting agendas, meeting minutes, meeting invites, and meeting coordination will be completed by others.

### Subtask 1.04 – Management Reserve

#### Goal

The purpose of this task is to facilitate a timely response by Parametrix for additional project related needs that arise above and beyond the current scope.

#### Approach

Parametrix shall provide professional traffic and transportation engineering services and technical assistance to the County at the specific direction of authorized County staff. No such assistance or services shall be provided unless specifically directed by the County. The budget for this task is a contingency allowance that includes labor and expenses.

## TASK 2 – PRELIMINARY DESIGN

### Subtask 2.01 – Concept Update and Review

#### Goal

To update the conceptual roundabout design and provided to the County during the grant application process. To establish horizontal roundabout geometrics for County review.

#### Approach

Parametrix will update and advance the single-lane, compact roundabout design provided to the County during the grant application process by utilizing the topographic survey and calculated right-of-way lines to establish roundabout geometry and horizontal limits. Parametrix will prepare roundabout Geometric Review figures for County review that are anticipated to include the following:

- Channelization overview figure (1 figure)
- Lane width and radii geometry figure (1 figures)
- Roundabout speed curve figures (3 figures)
- Design vehicle autoturn figures (up to 5 figures)
- Intersection site distance figures (up to 6 figures)

Total figures = 16 figures

Parametrix will attend one Design Review meeting with County staff upon review of the Geometric Review submittal.

#### Deliverables

- Geometric review figures (11-inch by 17-inch half-size in electronic PDF Format).

#### Assumptions

- Geometric review documents and figures will be prepared utilizing AutoCAD 2020 and using Parametrix internal design standards.
- Comments received on the geometric design update will be incorporated into the 50% Plans, Specifications, and Opinion of Probable Cost included in Subtask 3.01.
- The Geometric Review meeting will be attended by up to two (2) Parametrix staff and will require a total of 3 hours including travel. A formal agenda and meeting notes are not expected to be prepared for this meeting.

### Subtask 2.02 – Survey

#### Goal

To collect topographic mapping data and compile into a base map for use in preparing the Contract Documents.

## Approach

### Mapping

The limits of the topographic mapping will be within the Right of Way (ROW) of Greaves Way and Old Frontier Rd NW, approximately 500 feet northeasterly and 500 feet southwesterly of the intersection of Greaves Way and Old Frontier Road NW, and 400 feet northerly of the intersection Greaves Way and Old Frontier Road NW. The limits of the mapping will include all of those portions lying within public ROW and will also include approximately 20' of the frontage of parcels 172501-2-054-2008, 172501-2-052-2000, 172501-2-051-2001, and 172501-1-075-2005. Additional survey will include 150 linear feet of NW Crosscreek Way to the westerly line of Old Frontier Rd NW. The width of topographic mapping in the north-south direction on NW Crosscreek Way be approximately 50 feet wide.

Topographic mapping will include completion of, and survey of underground utility locates utilizing a private utility locate firm to locate conductible utilities. Contours will be at 1-foot intervals and based on the vertical NAVD 88 datum unless otherwise specified by the County. It is anticipated that horizontal control will be set at NAD 83/91. Up to 4, but not less than 2, offsite control points will be set with the topographic survey using NGS OPUS solution. These control points will comply with RCW 58.20 and WAC 332-13-145.

The topographic field survey will locate visible evidence of, including but not limited to, the following improvements:

- Buildings
- Curbs
- Sidewalks/Paths
- Pavement delineation
- Retaining walls and fences – materials and heights
- Storm drainage and storm drain structures
- Sanitary sewer manholes and/or Septic Tank/Drain Field areas as identified to Parametrix field survey crew
- Water valve boxes (measure down to top of nut)
- Electrical power vaults and associated surface features
- Telephone pedestals
- Cable or fiber optic pedestals
- Fire hydrants
- Signage
- Overhead wires, guy wires
- Meters or utility connects to existing buildings
- Significant trees with drip lines (6-inches or larger as measured 4-1/2 feet above the ground)
- Channelization

- Sub-surface utility paint marks as delineated by the private utility locate service

All ROW and adjacent parcel boundaries will be delineated based on survey calculated parcel lines. Parcel lines will be calculated for parcels 172501-2-054-2008, 172501-2-052-2000, 172501-2-051-2001, and 172501-1-075-2005.

Parametrix will contract with a private utility locate firm to mark utilities within the requested topographic survey boundary. Utility locates service will mark buried utilities that provide a conductible signal.

### AutoCAD Base Map Preparation

Parametrix will combine the topographic data to generate a compiled AutoCAD drawing showing the existing conditions. Parametrix will utilize raw survey data to compile a Triangulated Integrated Network (TIN) surface for use in design.

Parametrix will depict the existing ROW and adjacent parcel lines for the project corridor from survey calculated boundaries.

### Deliverables

The deliverables for Subtask 2.02 include:

- AutoCAD drawing in 2020 format, or later, at 1 inch = 20 feet with 1-foot contours, topographic information, and easements and ROW lines along the mapping corridor in Draft and Final format.
- Triangular Integrated Network (TIN) surface for use in design.

### Assumptions

Following are the assumptions for Subtask 2.02:

- All ROW and property boundaries will be obtained via County provided deeds of record or title reports.
- Parametrix will be provided right-of-entry before Parametrix surveyors access to/on private property.
- Parametrix will be provided current title reports including all referenced documents for subject properties prior to commencement of work.
- All electronic mapping standards will be based on Parametrix drafting standards.
- For safety reasons, Parametrix personnel are not permitted to enter enclosed utility structures. These structures will be detailed and inventoried only to the extent feasible from the surface.
- Parametrix field crews may need to perform minor brushing with machetes to conduct this survey, and field crews have County's permission to do so.

### Subtask 2.03 – Right-of-Way Support

#### Goal

To assist the County in right-of-way acquisitions and negotiations. To prepare legal descriptions and exhibits for right-of-way acquisition on the project. To prepare temporary construction easement exhibits. To prepare right-of-way plans for impacted properties within project limits.

## Approach

Parametrix will prepare the following exhibits to support the right-of-way process:

- Legal description and exhibit for right-of-way acquisition at parcel 172501-1-075-2005
- Temporary construction easement exhibits for up to three parcels
- Right-of-way Plans (3 sheets)

## Deliverables

- Three temporary construction easement exhibits (in electronic PDF format)
- One legal description and exhibit (in electronic PDF format)
- Right-of-way Plans (in electronic PDF 11x17 format)

## Assumptions

- Kitsap County will lead the right-of-way negotiation and appraisal process for the project. Any work to assist the County with the right-of-way acquisition process beyond this Scope of Work may require a supplement.
- Exhibits and right-of-way plans will be prepared using internal Parametrix document standards.
- Boundary lines will be calculated and established in Subtask 2.02.

## Subtask 2.04 – Environmental Documentation & Permitting

### Goal

To prepare a Cultural Review Form (EZ-1) to gain project compliance with Governor’s Executive Order 05-05. To prepare a State Environmental Policy Act (SEPA) checklist pursuant to County and grant funding requirements using standard forms for processing by the County.

### Approach

Parametrix will prepare a Cultural Review Form (EZ-1) for submittal to DAHP.

Parametrix will prepare the SEPA checklist for the project in both Draft and Final formats. Parametrix will provide County staff with draft versions of reports. Based on County comments, Parametrix will prepare the final SEPA checklist.

### Deliverables

The deliverables for Subtask 2.04 include:

- EZ-1 Cultural Review Form 05-05 (in electronic PDF format).
- Draft and Final SEPA Checklist (in electronic PDF format).

## Assumptions

- No critical areas are assumed to exist within the project limits. If evidence of critical areas is found upon preparation of the SEPA checklist or throughout the course of the project, a supplement may be required.
- Cultural Resources forms will follow the latest DAHP format from their website.
- A Cultural Resources Survey will not be required for the project. If a Cultural Resources Survey is required, a supplement will be necessary.
- No impacts to sites listed on, or eligible for, the National Register of Historic Places will occur.
- The Cultural Resource EZ-1 form will be submitted to DAHP by the County.
- No revisions to the EZ-1 will be required after submittal to DAHP. Should any revisions be required a supplement may be needed.
- The scope of services and budget estimate include preparation of a SEPA Checklist through submittal to the reviewing agency only. A budget allowance is provided for responding to County comments as described above. If public review or other comments outside this scope of work require efforts that exceed the budget allowance, or if other permits are required for project approval, a supplement may be necessary.
- The SEPA checklist will result in a Mitigated Determination of Nonsignificance or Determination of Nonsignificance.

## Subtask 2.05 – Utility Coordination

### Goal

To coordinate with private utilities to obtain as-built information for existing utilities within the project limits, prepare a potholing plan, and to coordinate necessary private utility relocation due to project impacts as necessary during the design phase of the project.

### Approach

Parametrix will set up an initial utility coordination meeting during the concept update phase. This meeting will introduce the project to all utility purveyors within the project limits, request utility as-builts, and inform utilities of the project schedule.

During the 50% design phase, Parametrix will identify potential private utility impacts. From there, Parametrix will prepare a potholing plan to determine which underground utilities require additional information to determine if a true conflict between the existing utility and the proposed improvements exists.

Upon receipt of potholing information and during the 90% design phase, Parametrix will work with private utilities to facilitate relocation of all existing utilities in conflict with the proposed improvements either prior to construction or determine a relocation plan which can be incorporated into the final bidding documents. Parametrix will conduct individual utility coordination meetings with each affected utility prior to completion of the 90% design documents. This will include up to five (5) video conference call meetings with affected utilities that will take 1 hours each and will be attended by up to one (1) Parametrix employee.

Parametrix will maintain a utility coordination matrix documenting communication with all utilities within the project limits.

Parametrix will also complete a separate task to coordinate with the power utility to coordinate location and type of service connection to the proposed illumination system.

### Deliverables

The deliverables for Subtask 2.05 include:

- Utility coordination matrix (in MS excel format)
- Pothing plan (in electronic PDF format)
- Meeting agendas and notes (in MS Word format)

### Assumptions

Following are the assumptions for Subtask 2.05:

- Physical pothing of existing utilities will be completed by others outside of this Scope of Work. Survey of pothole locations will be completed by Parametrix in this Subtask.
- The utility coordination kickoff meeting will be attended by up to two (2) Parametrix staff and will require a total of 2 hours. The utility coordination kickoff meeting will be held via video conference. A formal agenda and meeting notes will be prepared for this meeting.
- The utility coordination meetings held during the 90% design phase will be attended by up to one (1) Parametrix staff and will require a total of 1 hour each. These meetings will be held via video conference. A formal agenda and meeting notes will be prepared for these meetings.
- Any agreements required to complete utility coordination or relocation work will be prepared by and coordinated by others.

### Subtask 2.06 – Geotechnical Investigation & Report

#### Goal

To conduct a geotechnical investigation and to prepare a report summarizing the findings from that investigation. The geotechnical report and findings will be used to determine a pavement section, size luminaire foundations, and inform the design of construction best practices.

#### Approach

Parametrix will contract with Aspect Consulting to provide a geotechnical report to satisfy design requirements.

A copy of the scope and fee estimate for Aspect Consulting is enclosed with this proposal.

#### Assumptions

Budget assumes no infiltration testing will be completed by the project. Should, during the course of the stormwater analysis and design, it be determined that infiltration testing is necessary, a supplement may be required.

Budget assumes no walls or geotechnical recommendations supporting wall design will be completed by the project.

Additional assumptions and exclusions are included in the proposal provided by Aspect Consulting.

### TASK 3 – FINAL DESIGN

#### Subtask 3.1 – 50% Plans, Technical Specifications, and Estimate

##### Goal

To prepare 50% plans, technical specification outline (Divisions 2-9 Only), and an opinion of cost for County review prior to moving towards final design. To continue prepare a draft drainage report for County review.

##### Approach

Parametrix will prepare 50% plans, opinion of cost and a technical specification outline. The sheet list for this project is included in Table 1.

<b>Table 1 NW Greaves Way and Old Frontier Road NW Roundabout Sheet List</b>						
Assumptions: 1000 LF of improvements along Greaves Way, 400 LF of improvements along Old Frontier, 2 Driveways to grade, intersection illumination only, 6 curb ramps at intersection, 400 LF can fit on one plan view typical sheet, 4 curb ramps per curb ramp grading sheet						
Sheet Title	50% Plans		90% Submittal		Final Bidding Documents	
	Included	# of Sheets	Included	# of Sheets	Included	# of Sheets
Cover Sheet, Index, Vicinity Map	X	1	X	1	X	1
General Notes and Abbreviations	X	1	X	1	X	1
Key Map, Survey Control Plan	X	1	X	1	X	1
Typical Roadway Sections	X	1	X	2	X	2
Demolition and TESC Plan	X	3	X	3	X	3
Roadway Plan and Profile	X	4	X	4	X	4
Storm Drain Plan and Profile			X	2	X	2
Roundabout Grading Sheets and Details	X	4	X	4	X	4
Driveway Plan and Profiles	X	1	X	2	X	2
Curb Ramp Details	X	2	X	2	X	2
Channelization Plan	X	3	X	3	X	3
Signing Plan and Details	X	3	X	3	X	3
Illumination Plan and Details	X	3	X	3	X	3
Landscape Plan and Details	X	2	X	4	X	4
Irrigation Plan and Details			X	3	X	3
<b>TOTAL SHEETS</b>		29		38		38

Additional work within this task includes:

- Responding to County Geometric Review comments.
- Prepare landscape concept figures (2 plan view rendered concepts)
- Prepare a draft Drainage Report for County review
- Attend a 50% Design Review meeting with the County
- Prepare illumination design memo documenting illumination design assumptions and photometric illumination report using AGI32 version 19.1 software

## Deliverables

The deliverables for Subtask 3.01 include:

- Geometric Review comment response documentation sheet (in electronic PDF format).
- Landscape concept figures (11x17 in electronic PDF or JPG format).
- Illumination design memo and photometric illumination report (in electronic PDF format).
- 50% plans (11x17 half size in electronic PDF format).
- 50% Opinion of Cost (in MS Excel and electronic PDF format).
- Technical specifications Outline (in MS Word format).
- Electronic (PDF) copy of the DRAFT Drainage Report for review by County.

## Assumptions

Following are the assumptions for Subtask 3.01:

- Plan sheets and drainage report document will be prepared using Parametrix internal company production standards with the exception that the project cover sheet will utilize the latest Kitsap County format, and plan sheets will be on the latest Kitsap County plan sheet title block. Cover sheet and title block format will be provided to Parametrix by the County in AutoCAD drawing format.
- Opinion of Cost will be prepared utilizing the latest County cost estimating template in MS Excel. The County will provide the cost estimating template to Parametrix prior to beginning this subtask.
- Up to two (2) landscape concept figures will be prepared for County review prior to the 90% submittal.
- Comments received on the 50% submittal will be incorporated into the 90% plans, specifications, and opinion of cost included in Subtask 3.02.
- Parametrix will complete special provisions or technical specifications for Divisions 2-9 of the WSDOT Standard Specifications. Project specifications will be developed utilizing the latest version of the WSDOT Standard Specifications as amended by the Kitsap County special provisions. Front end and Division 1 specifications will be completed by others.
- Specifications will be written using the 2021 WSDOT Standard Specifications.
- The Drainage Report will be based on applicable criteria of the June 2020 Kitsap County Stormwater Design Manual.
- Comments received from the County on the DRAFT Drainage Report, sizing calculations, and figures will be incorporated into the Final Drainage Report.
- A Stormwater Pollution Prevention Plan will not be included in this work but is instead anticipated to be completed by the Contractor.
- Maximum Extent Feasible (MEF) documentation is not included in this scope of work. Should it be determined through the course of design that MEF documentation is necessary, a supplement may be required.
- Project specific traffic control plans will not be prepared for this project but are expected to be prepared by others. Parametrix will prepare graphic construction staging plans to be included as an appendix to the specifications only.

- The 50% County review meeting will be attended by up to two (2) Parametrix staff and will require a total of 3 hours including travel. A formal agenda and meeting notes are not expected to be prepared for this meeting.
- The roundabout illumination design will be completed by Parametrix, using the AGi32 to analyze average illuminance and uniformity using the “Direct Only” method. No separate sidewalk illuminance calculations will be included.
- Illumination design will meet, in order of precedence, Kitsap County Road Standards (2020), IESNA RP-8-18 (Chapter 12), and WSDOT Design Manual guidelines.
- Illumination design will utilize fixtures that match those which were installed for the Waaga Way extension project. The County will provide Parametrix with the model number and fixture type specified for the Waaga Way extension project.

### Subtask 3.02 – 90% Plans, Technical Specifications, and Estimate

#### Goal

To prepare 90% plans, technical specification outline (Divisions 2-9 Only), and an opinion of cost for County review prior to moving towards final bidding documents. To prepare a final drainage report for the project.

#### Approach

Parametrix will prepare 90% Plans, Opinion of Probable Cost, and Technical Specifications to include the sheets noted in Table 1 included in Subtask 3.01.

Additional work within this task includes:

- Responding to 50% County review comments.
- Prepare a final Drainage Report.
- Attend a 90% Design Review meeting with the County.
- Preparation of project specific construction staging plans to be included in an appendix to the Specifications.

#### Deliverables

The deliverables for Subtask 3.02 include:

- 50% Review comment response documentation sheet (in electronic PDF format).
- 90% plans (11x17 half size in electronic PDF format).
- 90% Opinion of Cost (in MS Excel and electronic PDF format).
- Technical specifications (in MS Word format).
- Electronic (PDF) copy of the FINAL Drainage Report for review by County.

#### Assumptions

Following are the assumptions for Subtask 3.02:

- The 90% County review meeting will be attended by up to two (2) Parametrix staff and will require a total of 3 hours including travel. A formal agenda and meeting notes are not expected to be prepared for this meeting. No further County review comments will be received after the 90% review level prior to project advertisement.
- Comments received on the 90% design will be incorporated into the Final Design plans, specifications, and opinion of cost included in Subtask 3.03.

### Subtask 3.03 – Final Bidding Documents

#### Goal

To assist County in preparation of final bidding documents.

#### Approach

Parametrix will prepare final stamped Plans, Technical Specifications, and Opinion of Probable Cost to the final design level of completion. The final design Plans are anticipated to include the plan sheets as noted in Table 1, Subtask 3.01.

#### Deliverables

The deliverables for Subtask 3.03 include:

- One hard copy of final stamped Plans (22x34 format), Technical Specifications, Estimate, and project construction schedule (in electronic PDF and hard copy format).

### End of Scope of Work

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

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Agreement Number:

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

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

## II. Any Other Electronic Files to Be Provided

## III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

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

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Agreement Number:



Client: Kitsap County  
 Project: NW Greaves Way Old Frontier Road NW Roundabout  
 Project No: P1578KH-Greaves

		Roundabout Grading Sheets (4)	\$5,758.34	42		2	16	24																
		Driveway Plan and Profiles (1)	\$1,941.26	14		2	4	8																
		Curb Ramp Details (2)	\$3,882.52	28		4	8	16																
		Channelization Plan (3)	\$3,703.02	26	2	6		18																
		Signing Plan and Details (3)	\$3,340.32	22	2	4	4	12																
		Illumination Plan and Details (3)	\$4,254.89	28								16	12											
		Landscape Plan and Details (2)	\$3,527.28	28					4	24														
		Prepare landscape concept figures	\$3,081.84	24					4	20														
		Prepare illumination tech memo and photometric analysis	\$1,771.81	12								6	6											
		Technical Specifications Outline	\$2,659.28	16		8						4											4	
		Prepare Opinion of Cost	\$4,216.40	30		8		16				4	2											
		Prepare draft Drainage Report	\$6,571.52	48		16		24															8	
		Attend 50% Design Review Meeting	\$1,429.71	6	3	3																		
02		90% Plans, Technical Specs & Estimate	\$70,918.57	498	15	95	28	252	26	36	0	0	18	18	0	0	0	2	0	0	0	0	0	8
		Cover Sheet, Index, Vicinity Map (1)	\$445.92	4				4																
		General Notes and Abbreviations (1)	\$445.92	4				4																
		Key Map, Survey Control Plan (1)	\$1,082.62	8		2		4										2						
		Typical Roadway Sections (2)	\$1,635.08	12		4		8																
		Demolition and TESC Plan (3)	\$2,452.62	18		6		12																
		Roadway Plan and Profile (4)	\$6,553.90	48	2	2	12	32																
		Storm Drain Plan and Profile (2)	\$2,972.84	24		4		20																
		Roundabout Grading Sheets (4)	\$4,420.58	30		2	16	12																
		Driveway Plan and Profiles (2)	\$2,526.92	20		4		16																
		Curb Ramp Details (2)	\$6,378.60	46	2	12		32																
		Channelization Plan (3)	\$4,074.64	28	2	8		18																
		Signing Plan and Details (3)	\$4,074.64	28	2	8		18																
		Illumination Plan and Details (3)	\$3,302.25	24								8	16											
		Landscape Plan and Details (4)	\$3,527.28	28					4	24														
		Irrigation Plan and Details (3)	\$3,418.56	16					16															
		Prepare Technical Specifications	\$7,807.33	48		20			4	8		8											8	
		Prepare Opinion of Cost	\$5,625.36	42		8		24	2	4		2	2											
		Prepare final Drainage Report	\$4,162.00	32		8		24																
		Attend 90% Design Review Meeting	\$1,429.71	6	3	3																		
		Prepare Construction Staging Plans	\$4,581.80	32	4	4		24																
03		Final Bidding Documents	\$12,327.60	88	2	16	4	32	2	8	0	0	4	8	0	0	0	0	0	0	0	0	8	4
		Prepare final PS&E	\$9,133.88	64	2	12	4	24	2	8			4	8										
		Assemble final bidding documents	\$3,193.72	24		4		8															8	4

<b>Labor (DL+OH+FF) + MR Totals:</b>	<b>\$300,971.78</b>	1,899	167	247	145	563	56	108	12	40	62	46	2	42	11	42	124	70	70	48	10	34
<b>Direct Labor Totals:</b>	\$94,115.78		\$15,706.35	\$14,844.70	\$7,947.45	\$20,301.78	\$3,870.16	\$3,890.16	\$1,199.16	\$2,983.60	\$3,565.62	\$1,748.00	\$129.24	\$2,073.12	\$762.52	\$1,800.54	\$5,031.92	\$2,450.00	\$2,090.20	\$2,129.28	\$323.10	\$1,268.88
<b>Overhead</b>	\$168,617.83																					
<b>Fixed Fee</b>	\$28,234.73	<b>Overhead</b>	\$28,139.50	\$26,595.76	\$14,238.65	\$36,372.67	\$6,933.78	\$6,969.61	\$2,148.42	\$5,345.42	\$6,388.16	\$3,131.72	\$231.55	\$3,714.20	\$1,366.13	\$3,225.85	\$9,015.19	\$4,389.42	\$3,744.80	\$3,814.82	\$578.87	\$2,273.33
<b>Total DL+OH+FF</b>	<b>\$290,968.35</b>	<b>Fixed Fee</b>	\$4,711.91	\$4,453.41	\$2,384.24	\$6,090.53	\$1,161.05	\$1,167.05	\$359.75	\$895.08	\$1,069.69	\$524.40	\$38.77	\$621.94	\$228.76	\$540.16	\$1,509.58	\$735.00	\$627.06	\$638.78	\$96.93	\$380.66
<b>MR</b>	\$10,000.00	<b>Total</b>	\$48,557.75	\$45,893.87	\$24,570.34	\$62,764.98	\$11,964.99	\$12,026.82	\$3,707.32	\$9,224.10	\$11,023.47	\$5,404.12	\$399.56	\$6,409.26	\$2,357.41	\$5,566.55	\$15,556.68	\$7,574.42	\$6,462.06	\$6,582.88	\$998.90	\$3,922.87
<b>Compensation for Excel Rounding</b>	\$3.43																					
	<b>\$300,971.78</b>																					

<b>Subconsultants</b>	
Applied Professional Services	\$1,520.00
Aspect Consulting	\$15,753.00
<b>Subconsultants Total:</b>	<b>\$17,273.00</b>

<b>Other Direct Expenses</b>	
Survey Mileage - 220 miles @ \$0.575/mile	\$126.50
Mileage - 968.55 miles @ \$0.575/mile	\$556.92
Survey Equipment (6 days \$155/Use)	\$930.00
<b>Other Direct Expenses Total:</b>	<b>\$1,613.42</b>

**Project Total** **\$319,858.20**

# **Exhibit E**

## **Sub-consultant Cost Computations**

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

Agreement Number:

# **Exhibit F**

## **Title VI Assurances**

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

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

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

Agreement Number:

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

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

Agreement Number:

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

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

whose address is

and that neither the above firm nor I have:

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

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

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Consultant (Firm Name)



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Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number:

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

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

---

Consultant (Firm Name)



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Signature (Authorized Official of Consultant)

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Date

Agreement Number:

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

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

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

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

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

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Consultant (Firm Name)



---

Signature (Authorized Official of Consultant)

2/5/21

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Date

Agreement Number:

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

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

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

Firm:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution\*\*\*:

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

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

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

Agreement Number:

# **Exhibit H**

## **Liability Insurance Increase**

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

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$

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

Agreement Number:

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

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

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

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

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

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

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

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

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

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

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

Agreement Number:

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

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

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

Agreement Number:

# **Exhibit J**

## **Consultant Claim Procedures**

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number:

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

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

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

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

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

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

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

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

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

Agreement Number: