

Local Agency Standard Consultant Agreement		Consultant/Address/Telephone Sargent Engineers, Inc. 320 Ronlee Lane NW Olympia, WA 98502 (360) 867-9284	
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement Agreement Number _____		Project Title And Work Description Kittitas Highway	
Federal Aid Number _____			
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input type="checkbox"/> Cost Plus Fixed Fee Overhead Progress Payment Rate _____ % Overhead Cost Method <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Overhead Rate _____ % Fixed Fee \$ _____			
<input checked="" type="checkbox"/> Specific Rates Of Pay <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work		DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 91-1273873 Do you require a 1099 for IRS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Completion Date December 31, 2014 Total Amount Authorized \$ 313,577.00 Management Reserve Fund \$ _____ Maximum Amount Payable \$ 313,577.00	

Index of Exhibits (Check all that apply):

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

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

WITNESSETH THAT:

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

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

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

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

I General Description of Work

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

II Scope of Work

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

III General Requirements

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

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

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

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

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

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

IV Time for Beginning and Completion

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

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

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

V Payment Provisions

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

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

VI Sub-Contracting

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

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

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

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

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

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

VII Employment

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

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

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

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

VIII Nondiscrimination

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

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

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

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

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

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

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

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

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

IX Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X Changes of Work

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

XI Disputes

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

XII Venue, Applicable Law, and Personal Jurisdiction

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

XIII Legal Relations

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

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

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

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

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

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

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability and property damage insurance in an aggregate amount not less than two million dollars (\$2,000,000) for bodily injury, including death and property damage. The per occurrence amount shall not exceed one million dollars (\$1,000,000).
- C. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar (\$1,000,000) combined single limit.

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

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

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

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

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

XIV Extra Work

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

XV Endorsement of Plans

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

XVI Federal and State Review

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

XVII Certification of the Consultant and the Agency

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

XVIII Complete Agreement


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

XIX Execution and Acceptance

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

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

By 

By 

Consultant Sargent Engineers

Agency Kittitas County
7/5/11

Exhibit A

Scope of Work

Kittitas Highway

Background:

Kittitas Highway is a main transportation corridor between Ellensburg and Kittitas. Kittitas County is going to improve the road by widening it and adding turn lanes. This will require the replacement of culverts and some bridges. The project is being funded with Federal funds.

General Information:

- Most culverts will be replaced with bottomless arch culverts.
- The main stem for Naneum Creek and Coleman Creek will be replaced with three sided concrete box culverts.
- The structure on Towne Ditch will be replaced with either a three sided concrete box culvert or flat slabs.
- The traffic barriers on the Town Ditch crossing, Naneum Creek crossing, and Coleman Creek crossing will be culvert W-beam railings.
- The consultant will provide environmental permitting services for the entire project.
- The consultant will provide geotechnical engineering services for the entire project.
- The consultant will provide river engineering services for six water crossings on the project.
- The consultant will provide structural engineering services for the design of the crossings on Naneum Creek, Coleman Creek, and Towne Ditch. This includes the layout and design of the traffic barriers and their rail approaches.
- The County will design all other aspects of the project.

Hydraulic Study

Watershed Science and Engineering (WSE) has been retained by Sargent Engineers, Inc. to provide hydraulic engineering services for this project. The table below lists the eleven water crossings and identifies the six that WSE will provide assistance.

Crossing Number / MP	Water Course	WSE Assistance (Yes / No)
1 / MP 1.035	Lyle Creek	Yes
2 / MP 2.640	Irrigation Ditch	No
3 / MP 2.755	Nanuem Branch 1	Yes
4 / MP 3.125	Nanuem Branch 2	Yes

Crossing Number / MP	Water Course	WSE Assistance (Yes / No)
5 / MP 3.235	Irrigation Ditch	No
6 / MP 3.335	Nanuem Creek	Yes
7 / MP 3.480	Irrigation Ditch	No
8 / MP 3.500	Irrigation Ditch	No
9 / MP 3.800	Irrigation Ditch	No
10 / MP 3.860	Coleman Creek	Yes
11 / MP 4.660	Irrigation Ditch	Yes

Specific tasks that WSE will complete for each crossing are described below.

Data Collection and Review

WSE will collect existing data and information that will be needed to complete the hydraulic design work. Items that may be collected include existing watershed and stream topographic data, current and historical aerial photographs, existing bridge and culvert plans, maintenance reports, stream gage records, and other relevant data.

Field Reconnaissance

WSE staff will inspect each crossing to determine if it has had a significant influence on channel stability, scour, and erosion, and to determine how best to minimize channel impacts with the replacement crossing. They will examine each stream channel both upstream and downstream from the crossing to determine if there are features that could affect the new crossing in the future. For example a diversion weir across the downstream channel could initiate a headcut through the new crossing should the weir be removed or fail in the future. This would be critical to know as it could affect the depth to which the crossing foundations are set or it may require some form of channel grade control. WSE will document key field observations and will include these in the project hydraulic report.

Stream Surveys

WSE will review the existing survey data that have been collected by the County to determine what additional survey work is needed to support the hydraulic investigation. WSE will prepare a figure that shows where additional data is needed and will explain the needs to the County survey crew.

Hydrology

WSE will estimate the magnitude of the 2-year, 25-year, and 100-year peak flows at each crossing. A goal is to design each crossing to pass the 100-year flood without water overtopping the highway or causing significant upstream flooding. Estimating the magnitude of each flood will be challenging due to the complex network of interconnecting channels and the relatively flat topographic relief upstream. With the exception of Naneum Creek, annual instantaneous peak discharge records do not exist for the waterways; therefore, gage flood frequency analyses cannot be completed for the crossings. In addition, gage data for Naneum Creek isn't very useful because the gage is located too far upstream.

Design discharges for each crossing will first be estimated using published regional regression equations¹. WSE will then refine these estimates using channel regime relationships for natural channels. In an alluvial environment, a stream channel will tend to size itself to contain the “dominant discharge” or “bank full flow” -- typically an event that has a return period of 1.5- to 2-years. Hydraulic calculations will be used to estimate the magnitude of the dominant discharge for each channel and then this value will be compared to the magnitude of the 2-year discharge computed from the regression equations. If they are close, it is likely that the regional regression estimates are reasonable. However, if they are not, WSE will attempt to determine why they are different and how best to refine the discharge values.

Even though the Naneum Creek gage data is of limited value, the discharge data and flood frequency estimates from the gage, as well as any meaningful data from other nearby gages, will be compared to the regression estimates as an additional check for reasonableness.

Hydraulic Analysis

WSE will use the survey and topographic data to create a simple hydraulic model of each culvert/bridge crossing. Variables within each model will be set based upon engineering experience and judgment. Reliable historic highwater mark and flow data are not available, so the models will not be calibrated. The models will first be used to estimate the bank full discharge which then will be compared to the regional regression equation flows described in the Hydrology task above. Once final 2-year, 25-year, and 100-year discharges are established for each stream, each model will be run to evaluate the performance of the proposed crossing. If necessary, each model will be used to refine the crossing design and to develop design recommendations to minimize impacts to the water courses and limit the potential for future scour and erosion.

Stream Profile Stability and Countermeasures

Of the six crossing, it appears that two may have stream channel profile stability issues that will need to be addressed. These are the crossings over the main stem of Naneum Creek and Coleman Creek. The existing crossings have concrete floors that have served as grade controls. When these are replaced with bottomless crossings, the stream profile will likely adjust (degrade) which could lead to channel stability problems on upstream private property. If needed, WSE will develop one concept for each crossing to provide adequate grade control that seeks to meet requirements of the resource agencies.

Local Scour and Erosion Assessment and Countermeasures

WSE will assess the potential for scour and lateral erosion at each crossing and will recommend countermeasures as necessary. WSE will provide recommendations for countermeasures to prevent scour and lateral erosion at the inlet and outlets of each

¹ USGS (1998) “Magnitude and Frequency of Floods in Washington” Water-Resources Investigations Report 97-4277, S.S. Sumioka, D.L. Kresch, and K.D. Kasnick, United States Geological Survey

crossing. WSE will work with Kittitas County staff to develop simple solutions that are permissible and best meet the needs of the County.

Design Refinements

Following a meeting with County staff (see Meetings below), WSE will refine the hydraulic analysis / design for each crossing to reflect agreed upon changes.

Hydraulic Investigation Report

The methods and results of the investigation for each site will be combined in a single hydraulic design report. WSE will provide the draft report to Sargent Engineers and the County for review and comment. Upon receipt of the comments, WSE will prepare and submit the final report.

Environmental Permitting Support

WSE's report will include the key hydraulic information that will be needed for the JARPA permit application. WSE will provide additional support during the environmental permitting process.

Meetings

An allowance has been provided for WSE staff to participate in the following project meetings:

1. Brief initial meeting with County project staff to take place on the day of the field inspection.
2. One meeting with County project staff to present the results of the hydraulic investigation and to refine crossing designs if necessary.
3. One field meeting with resource agencies to discuss the proposed crossings.
4. One meeting with County project staff – purpose to be defined.

Additional Support

The County may request additional services from WSE to support efforts on either the six crossings noted here or on five remaining crossings. An allowance of approximately 10 percent of the overall WSE budget is included to allow WSE to assist the County as needed. WSE will not complete any work under this task until directed to do so by the County.

Geotechnical Study

PanGEO, Inc. as a subconsultant to Sargent Engineers will perform the geotechnical study. The 4.6 mile project includes roadway widening by about 4 feet, replacement of 12 bridges or culverts, and lowering the roadway grade at the John Wayne Trail crossing to improve sight distances.

Key Assumptions

In general, we propose to advance two explorations at each of the bridge or culvert replacements and three explorations at the roadway lowering for a total of 27

explorations with depths ranging from 15 to 35 feet (see Figure 1 for boring locations). The borings will be drilled at locations accessible by truck-mounted or trailer mounted equipment. Bridge replacement borings will be 35 feet deep and will be drilled near the abutments. Culvert borings will be 20 feet deep and will be drilled as close as possible to the headwalls of the culverts. A total of 6 observation wells will be installed in borings at the major crossing to provide the County a means of monitoring the seasonal water level that may be encountered during the winter construction. The three borings drilled at the roadway cut at the John Wayne Trail will all be advanced to a depth of about 15 feet. This should provide adequate information for design and construction of foundations for the new bridges and culverts. Other assumptions include:

- Drill crew subcontracted to PanGEO.
- Access for borings will be by truck mounted drill equipment
- Mobilization and drilling can be accomplished during normal daylight work hours
- Right-of-entry and permits to be provided by Kittitas County, with assistance from PanGEO in the form of a drilling plan
- Traffic control will be provided by Kittitas County
- Survey locations of test hole locations by Kittitas County
- The project will be developed using English units of measure
- Stormwater detention ponds are not required
- Attendance at not more than two project meetings is assumed

The proposed geotechnical engineering scope is stated below, with labor estimate by subtask and hours included in the enclosed worksheet. Assumptions regarding each item are also indicated.

Plan Subsurface Exploration

Readily available information will be collected and reviewed regarding the geologic and subsurface conditions in the project area, including but not limited to, the U.S. Geologic Survey and the Department of Natural Resources. The purpose of the review is to identify the conditions that are likely to be encountered in the subsurface explorations.

A site reconnaissance will be performed to locate test holes and to observe the site conditions. Test hole locations will be marked for utility clearance purposes. A brief drill plan will be prepared describing the proposed test hole locations and drilling and sampling methods for the purpose of coordinating the work with the County.

Subsurface Explorations and Laboratory Testing

All borings will be drilled with either hollow stem augers, or with mud rotary. Standard Penetration Test samples will be obtained at 2.5-foot intervals for all culvert borings and in approximately the upper 20 feet of the bridge test borings, and at 5-foot intervals thereafter. If soft soils are encountered thin-walled (Shelby) tube samples will be obtained. The test holes will be logged by an engineering geologist or geotechnical engineer from our firm. Observation wells will be installed in about half of the borings and protected with a flush mount surface casing. Borings drilled without an observation well will be sealed with a quick set cement.

The soil samples recovered from the test borings will be visually described in the field by our engineering geologist. Selected samples will be submitted for laboratory index testing, including moisture content, grain size analysis and fines content. Selected undisturbed soil samples may also be tested for shear strength or compressibility characteristics. Please note that our proposed scope of services does not include analyzing for the presence or absence of soil or ground water contaminants.

Final Boring Logs and Subsurface Profiles

The laboratory test results will be used in conjunction with the field soil descriptions to prepare final boring logs containing the factual subsurface data obtained from the subsurface exploration and laboratory tests. With this information, we will prepare subsurface summarizing the subsurface stratigraphy and groundwater conditions encountered in the borings at each of the culverts and replacement bridges.

Geotechnical Engineering Analyses

Geotechnical recommendations for design of the new bridges and culverts will be developed in accordance with either an allowable stress design (ASD) approach (i.e., AASHTO Standard Specifications, 17th Edition, with Interims), or load and resistance factor design (i.e., AASHTO LRFD Bridge Design Specifications, 2nd Edition, with Interims and the current WSDOT Bridge Design Manual), but not both. We assume Sargent or the County will establish the preferred design methodology prior to our report preparation. Our analyses will include:

Foundation Type Alternatives Analysis – Foundation alternatives will be evaluated considering the ground conditions encountered at each site. We anticipate that all structures will be founded on spread footings. However, we will also assess deep foundation alternatives as alternatives.

Seismic Site Characterization – This will include developing recommendations for design peak ground accelerations that have a 10% probability of exceedence in 50 years in accordance with AASHTO and the WSDOT Bridge Design Manual. The acceleration will be recommended based on existing seismic hazard mapping. Site-specific ground response analysis will not be performed. The appropriate AASHTO soil profile type will be identified. We will also assess the liquefaction potential hazard at each of the crossings.

Spread Footing Recommendations – We anticipate spread footings will be feasible from a bearing capacity, settlement and scour protection perspective. We do not expect that deep foundation recommendations will be required. Recommendations for design of spread footings will be developed and presented. Design recommendations will be presented for:

- Bearing capacity, as a function of footing width and permissible settlement
- Minimum embedment requirements
- Permanent cut and fill slopes and retaining wall recommendations

- Lateral resistance from base friction and passive pressure
- Lateral earth pressures on walls and buried structures
- Lateral stiffness of the soil adjacent to bridge abutments

Deep Foundation Recommendations – We do not expect that deep foundation recommendations will be required, but if ground conditions suggest otherwise, design recommendations will be developed as appropriate.

Approach Embankment Design and Construction – The static stability of approach fills will be analyzed. Recommendations will be developed for stable slope configurations and for managing effects on the bridge structure due to settlement or downdrag. Dynamic (seismic) stability of the approaches will only be performed for the end slope.

Construction Considerations and Advisory Specifications – Construction considerations will be identified and discussed for the feasible foundation types and the approach fills. Where appropriate, advisory specifications consistent with the current WSDOT Standard Specifications, General Special Provisions or Bridge Special Provisions will be developed for inclusion in the contract special provisions regarding geotechnical issues and ground conditions expected to be encountered.

Draft Geotechnical Report

A draft geotechnical report will be prepared and submitted for review by Sargent and Kittitas County. We will meet with the design team to discuss any revisions that may be necessary for the final report.

Final Geotechnical Report

We will incorporate comments or revisions to the draft report and submit a final geotechnical report for the project.

Please note that the scope of work proposed above does not include evaluation of chemical or hazardous material properties of soil and groundwater, special handling or disposal, or the potential presence of wetlands on the site.

Environmental Documentation

Widener and Associates as a subconsultant to Sargent Engineers, Inc. will prepare the environmental documentation. The tasks will include:

Task 1 - Data Collection

The Consultant in cooperation with the County will collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. The above data along with past permit actions in the project area will

provide a basis for conducting an onsite habitat survey of the project and the adjoining seabed. All habitat areas will be mapped and documented in the project base map.

Task 2 - Design Coordination

Early input into the formation of project alternatives will be provided to ensure each alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to the agency coordination.

Task 3 – Wetland Delineation

The purpose of the wetland report is to identify jurisdictional wetland within the project corridor and provide mitigation if necessary. The Consultant shall develop, implement, and complete field surveys to identify and delineate wetlands in the project area using the appropriate methods described in the Corps of Engineers Wetlands Delineation Manual (Environmental Laboratory 1987), Wetlands Research, Technical Report Y-87-1, January 1987. The Consultant shall delineate wetlands within 200 feet of the project area.

The Consultant shall prepare a comprehensive report that includes detailed wetland maps, documentation of survey methods, results, potential impacts from project actions, and recommendations for wetland protection and mitigation. The report also shall contain appropriate forms for wetland identification, delineation and function assessment required by the Army Corps of Engineers (USACE). The information in this report is intended for use in compliance with Section 404 of the Clean Water Act. The final report and associated documents shall be in a format acceptable to the USACE.

Delineated wetland boundaries shall be identified on the ground with flagging. The delineated wetland boundaries shall be mapped with accuracy acceptable to the USACE.

Deliverables

1. Three copies of a draft Wetland Delineation Report for review by County with accompanying draft special provisions if required.
2. Three copies of a draft Wetland Delineation Report, incorporating the County's comments, for submittal to USACE.
3. Three copies of a revised draft Wetland Delineation Report, incorporating comments by USACE, for submittal for approval.

Task 4 – Section 106 Report (Cultural and Historic Resources)

This work would include the preparation of the Section 106 Report in accordance with the State Historic Preservation Office standards and guidelines. The work will include the following subtasks.

1. Pertinent literature on the archaeology, ethnography, and history of the project area will be reviewed to determine the existence of archaeological sites and to refine the probability of archaeological resources and traditional cultural places in the project areas.
2. The Consultant will maintain contact with the local tribes for any information on historic Indian use of the project area.
3. A systematic field reconnaissance will be conducted to identify previously recorded and/or unrecorded archaeological sites for the proposed project where ground-disturbing activities are expected to take place. Field reconnaissance will consist of the traverse of pedestrian transects at varying intervals, depending on terrain throughout the proposed project area. Shovel probes (digging a hole with a shovel) will be excavated, as deep as feasible, and in areas expected to have a high probability for cultural resources. Shovel probes will be augmented through auger probes to explore the deepest possible deposits. Shovel probes will be screened in highly probable areas and in soil matrixes too dense to identify small chipping debris.
4. All new sites will be mapped, photographed, and recorded on Washington State Archeological Inventory forms and submitted to the state Office of Archeological and Historic Preservation (OAHP) for Smithsonian numbers. Every effort will be made to include Tribal cultural resources personnel in assisting the field effort. Rights-of-entry will be provided by the County.

Deliverables

1. Three copies of a draft Section 106 Report will be prepared to describe cultural resources identified in the project area to meet state and federal standards for reporting as outlined in the guidelines provided by the OAHP. The report will include summary background information appropriate to a cultural resources assessment of the project area, including environment, previous cultural resources studies, ethnography/ethno history, and history. A discussion of agency and Tribal consultation, methodology, the results of the investigation, and a map of located archaeological sites will be provided. Recommendations will also be extended to any cultural resources that may be significant. Monitoring of construction excavation recommendations may also be included. The historic structures inventory form and/or archaeological site inventory form will be attached to the report as an appendix.
2. Three copies of a revised draft Section 106 report incorporating County comments.
3. Three copies of a final Section 106 report incorporating WSDOT comments.

Task 5 – 4f Documentation

This work will include the coordination and preparation of a programmatic section 4f document as outlined in the Department of Transportation Federal Highway Administration Programmatic Section 4(f) Evaluation and Approval for FHWA Projects.

The work will include a preparation of the 4f document and an executive summary for the NEPA document.

Deliverables

1. Three copies of the Draft 4f Statement for review by County
2. Three copies of the revised Draft 4f Statement incorporating County comments
3. Three copies of the Final 4f Statement will be prepared incorporating FHWA/WSDOT comments.

Task 6 – Biological Assessment (BA)

A BA will be prepared for the preferred alternative in accordance with WSDOT guidelines. The following subtasks will be undertaken in preparation of the project BA.

1. Information from Task 1 will be reviewed and a consultation strategy will be developed.
2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.
3. Conduct a field reconnaissance to investigate on-site habitat conditions.
4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.
5. Prepare a draft BA addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BA will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
6. Provide the draft BA to the County for review and approval.
7. Revise the BA, as appropriate, and submit the final BA to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.
8. Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BA and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.
9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the County and FHWA to jointly discuss the recommendations.
10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

Deliverables

1. Three copies of a draft BA for review by County with accompanying draft special provisions if required.
2. Three copies of a draft BA, incorporating the County's comments, for submittal to FHWA/WSDOT.
3. Three copies of a revised draft BA, incorporating comments by FHWA/WSDOT, for submittal to NOAA Fisheries and USFWS.
4. Three copies of a final BA that incorporates NOAA Fisheries and USFWS comments.

Task 7 – ECS

Services will be provided to prepare the Environmental Classification Summary (ECS) form by reviewing technical reports related to the project, applying project-specific data to the form and coordinating approval for the project by both WSDOT and FHWA.

Deliverables

1. Three copies of the draft ECS will be provided.
2. Three copies of the final ECS documentation will be provided incorporating County comments.
3. Three copies of the final ECS documentation will be provided incorporating WSDOT/FHWA comments if required. It is assumed that WSDOT/FHWA comments will not alter the basic conclusion of the documentation or require further alternative studies.

Task 8 - Permits

Widener will assemble and organizing all necessary environmental permit applications to a standard acceptable by the permitting agencies. Anticipated permits include the following.

1. JARPA
2. USACE Section 404 Permit
3. Ecology Section 401 Water Quality Certification
4. WDFW Hydraulic Project Approval
5. Shoreline Permit

Permit applications shall include all requested information, such as application forms, all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant Widener shall also provide a draft transmittal letter for submittal of the application by the County. Draft applications, including supporting information, shall be submitted to the County for review and comment. Revised permit applications shall be provided to the County for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permits.

Structure Design

The structure design documents will be prepared by Sargent Engineers.

30% Design

The 30% design shall layout the three bridges based on results from the hydraulic study. The layouts shall show the general configuration of the bridge. This will be done to sufficient detail to allow the permitting process to move forward.

The 30% structural design shall include:

- 1) Layout and member selection for the bridges.
- 2) Layout sheet for each bridge.

A cost estimate will be prepared at the 30% stage based on the layouts generated. The plans and cost estimate will be sent to the County for review.

60% Design

The 60% design will design the bridge based on the 30% layouts modified by the County.

The 60% structure design will be completed and plans prepared for the structures. The design will follow current FHWA, WSDOT, and County requirements. The anticipated plans include the following:

- 1) Bridge layout sheets
- 2) Bridge foundation plans
- 3) Superstructure sheets
- 4) Approach slab sheets
- 5) Barrier sheet
- 6) Bar list

Specifications will be prepared at this time along with a cost estimate for the project.

The 60% package will be submitted to the County for review.

90% Design

The 90% design refines the 60% design based on comments from the review of the 60% documents.

The structural plans, specifications, will be checked and modified. All sheets will be reviewed and corrected as required. The bid items and specifications will be coordinated.

The 90% package will be submitted to the County for review.

Plans, Specifications, and Estimate

This item of work completes the coordination of the documents, addresses all comments and produces the final plans, specifications, and estimate for bidding.

Bridge Load Rating

After the project is constructed, the consultant shall load rate the bridges per WSDOT load rating requirements.

Construction Assistance

The consultant shall assist the County during construction as the County requests. A nominal amount for construction assistance has been included in the budget. If more assistance is needed, then this will be handled by an amendment to this agreement.

Documents to be Furnished by the Consultant

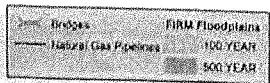
The Consultant shall furnish copies of the following:

- 1) Hydraulic report.
- 2) Geotechnical report.
- 3) Bridge calculations.
- 4) Biological Assessment report.
- 5) Cultural Survey report.
- 6) Environmental permits with required plans.
- 7) Special provisions required for specific details of structure construction. (County shall put the Plans and Special Provisions together for bidding.)
- 8) Plans and engineers' estimate.
- 9) Bridge load rating

Progress documents will be submitted to the County for review at the 30, 60, and 90 percent stages.



Section 4



Kittitas Highway Project

EXPLORATION PLAN

Fig. 1

Exhibit D-3

Payment (Negotiated Hourly Rate)

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

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

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

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

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

Exhibit E-1
Consultant Fee Determination

Project: Kittitas Highway

Salary Cost									
Task	Principal	Senior Engineer	Senior Project Engineer	Project Engineer	Design Engineer	Drafter II	Business Manager	Clerical	Task Cost
Rate:	\$148.72	\$119.93	\$105.54	\$101.54	\$83.15	\$82.35	\$115.93	\$67.16	
Management	40						36		\$10,122
30% Design									
Naneum Creek Layout		16				16			\$3,237
Colman Creek Layout		16				16			\$3,237
Towne Ditch Layout		32				32			\$6,473
Meeting	7								\$1,041
60% Design									
Naneum Creek									
Culvert Design				8					\$812
Footing Design				4					\$406
Approach Slab Design				4					\$406
Layout Sheet				2		24			\$2,180
Details Sheet				2		16			\$1,521
Approach Slab Details				2		8			\$862
Bar List						4			\$329
Quantities						4			\$329
Specifications				4					\$406
Coleman Creek									
Culvert Design				8					\$812
Footing Design				4					\$406
Approach Slab Design				4					\$406
Layout Sheet				2		24			\$2,180
Details Sheet				2		16			\$1,521

Exhibit E-1
Consultant Fee Determination

Project: Kittitas Highway[illegible]

Exhibit E-1
Consultant Fee Determination

Project: Kittitas Highway

[illegible]

Exhibit E-1
Consultant Fee Determination

Project: Kittitas Highway

Salary Cost									
Task	Principal	Senior Engineer	Senior Project Engineer	Project Engineer	Design Engineer	Drafter II	Business Manager	Clerical	Task Cost
Rate:	\$148.72	\$119.93	\$105.54	\$101.54	\$83.15	\$82.35	\$115.93	\$67.16	
Subconsultant Costs									
Geotechnical Subconsultant									\$92,311
Environmental Subconsultant									\$86,211
River Engineering Subconsultant									\$50,025
Construction Assistance									\$10,000
Grand Total									\$313,577
Prepared By: Monte Smith				Date: June 24, 2011					

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

Discipline or Job Title	Hourly Rate Range		Overhead @		Profit @		Rate Per Hour Range	
			190%		30%			
Principal	\$38.50	\$52.50	\$73.08	\$99.66	\$11.55	\$15.75	\$123.13	\$167.91
Senior Engineer	\$34.50	\$42.00	\$65.49	\$79.72	\$10.35	\$12.60	\$110.34	\$134.32
Senior Project Engineer	\$30.00	\$38.00	\$56.95	\$72.13	\$9.00	\$11.40	\$95.95	\$121.53
Project Engineer	\$26.00	\$35.00	\$49.35	\$66.44	\$7.80	\$10.50	\$83.15	\$111.94
Design Engineer	\$20.00	\$29.00	\$37.96	\$55.05	\$6.00	\$8.70	\$63.96	\$92.75
Engineering Intern	\$15.00	\$24.00	\$28.47	\$45.56	\$4.50	\$7.20	\$47.97	\$76.76
Drafter II	\$16.50	\$28.00	\$31.32	\$53.15	\$4.95	\$8.40	\$52.77	\$89.55
Business Manager	\$24.00	\$40.00	\$45.56	\$75.93	\$7.20	\$12.00	\$76.76	\$127.93
Business Associate	\$12.00	\$24.00	\$22.78	\$45.56	\$3.60	\$7.20	\$38.38	\$76.76
Clerical	\$9.00	\$24.00	\$17.08	\$45.56	\$2.70	\$7.20	\$28.78	\$76.76

Exhibit F
Sargent Engineers, Inc.
Overhead Schedule
December 31, 2009

	Unadjusted Amount	Adjustment	Adjusted Amount	% of Direct Salary
Direct Labor	\$614,653	-\$1,042 H,O	\$613,611	
Fringe Benefits				
Vacation, Sick, and Holiday	\$99,901		\$99,901	16.28%
Payroll Taxes	\$89,572		\$89,572	14.60%
Health Insurance	\$145,747		\$145,747	23.75%
Workers' Comp. Insurance	\$11,229		\$11,229	1.83%
Retirement (SEP-IRA)	\$52,500		\$52,500	8.56%
Total Fringe Benefits	\$398,949		\$398,949	65.02%
General Overhead				
Indirect Labor	\$341,454	-\$454 P	\$341,000	55.57%
Bonus	\$62,567		\$62,567	10.20%
Rent	\$128,670	-\$11,918 B	\$116,752	19.03%
Maintenance and Repairs	\$8,755		\$8,755	1.43%
Travel/Automobile	\$15,649	-\$1,789 M,N	\$13,860	2.26%
Insurance	\$77,814	-\$2,135 D	\$75,679	12.33%
Telephone and Internet	\$13,934		\$13,934	2.27%
Utilities	\$10,344		\$10,344	1.69%
Taxes & Licenses	\$34,184	-\$2,449 Q	\$31,735	5.17%
Depreciation & Amortization	\$8,260		\$8,260	1.35%
Dues & Subscriptions	\$7,783	-\$850 G	\$6,933	1.13%
Job Procurement	\$0		\$0	0.00%
Employee Train/Recruit/Moving	\$6,777		\$6,777	1.10%
Advertisement	\$1,820	-\$1,820 C	\$0	0.00%
Professional Fees	\$12,602	K	\$12,602	2.05%
Interest	\$0	A	\$0	0.00%
Software	\$25,708		\$25,708	4.19%
Photo, Repo, Other Services	\$3,786		\$3,786	0.62%
Shipping	\$3,236		\$3,236	0.53%
Cleaning	\$4,717		\$4,717	0.77%
Charitable Contributions	\$3,300	-\$3,300 E	\$0	0.00%
Supplies & Miscellaneous	\$22,855	-\$3,701 F,L	\$19,154	3.12%
Total General Overhead	\$794,215	-\$28,416	\$765,799	124.80%
Total Overhead Costs	\$1,193,164	-\$28,416	\$1,164,748	189.82%
Overhead Rate	194.12%		189.82%	

- A. Interest unallowable per 48 CFR 31.205-20.
B. Adjustment for Common Control per 48 CFR 31.205-36(b)(3).
C. Advertising unallowable per 48 CFR 31.205-1 & AASHTO Audit Guide, Ch. 5.
D. Key Person's Life Insurance unallowable per 48 CFR 31.205-19(e)(2)(v).
E. Contributions unallowable per 48 CFR 31.205-8.

- F. Holiday gifts unallowable per 48 CFR 31.205-14 and 31.205-13(b).
- G. Lobbying unallowable per 48 CFR 31.205-22.
- H. Overtime premium unallowable per 48 CFR 22.103-1(2), 22.103-4(g) & WSDOT O/H Policy.
- K. Consulting on new project accounting system.
- L. Flowers unallowable per 48 CFR 31.205-13(b). Gifts.
- M. Entertainment unallowable per 48 CFR 31.205-14.
- N. Excess per diem for lodging costs unallowable per 48 CFR 31.205-46 & AASHTO Audit Guide Chapl

Exhibit G

Subcontracted Work

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

Hydraulic Study - Watershed Science and Engineering

Geotechnical Study - PanGEO, Inc.

Environmental Permitting - Widener and Associates

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
Watershed Science and Engineering

Project: Kittitas Highway

Salary Cost					
Task	Principal	Engineer	GIS Tech.	Clerical	Task Cost
Rate:	\$185.00	\$105.00	\$75.00	\$55.00	
Data Collection and Review	4	8			\$1,580
Field Reconnaissance	14	14			\$4,060
Stream Survey	0.5	2			\$303
Hydrology	16	40			\$7,160
Hydraulic Analysis	16	48			\$8,000
Stream Profile Stability and Countermeasures	6	24	4		\$3,930
Local Scour and Erosion Assessment and Countermeasures	6	12			\$2,370
Design Refinements	8	16	12		\$4,060
Hydraulic Investigation Report	12	24			\$4,740
Environmental Permitting Support	4	8			\$1,580
Meetings					\$0
1. Brief meeting with County staff on same day as Field Inspection	1	1			\$290
2. Hydraulic results and design refinements	6				\$1,110
3. Agency field meeting	8				\$1,480
4. Additional meeting - purpose to be defined	6	6			\$1,740
Additional Support	16	20			\$5,060
Administration	6	4		4	\$1,750
Total Salary Costs					\$49,213
Reimbursables	1200	miles @	\$0.51		\$612
Mileage					\$200
Reproduction, Couriers, Communication					
Grand Total					\$50,025
Prepared By: Jeff Johnson	Date: June 7, 2011				

WATERSHED

Science & Engineering

110 Prefontaine Place South, Suite 508
Seattle, WA 98104
206-521-3000

June 7, 2011

Mr. Monte Smith
Sargent Engineers
320 Ronlee Lane NW
Olympia, WA 98501

Re: Certified Rates for Kittitas County Department of Public Works

Please consider this letter to be a statement of rates for Watershed Science & Engineering Inc. (WSE). It covers consulting services to be provided to support Kittitas County Department of Public Works. WSE is a new firm that currently has three full time and two part time employees. We do expect to be adding an additional full time engineer and possibly a part time technician or junior technician within the next six months. The firm does not have a calculated overhead rate. We charge a flat hourly fee for series that is all-inclusive of direct salary, overhead and fee. The hourly fees offered for this contract are the lowest fees we offer clients. The following is a list of our flat hourly fee rates for current employees and for staff categories that have yet to be filled:

Current Employees:

- | | |
|---|-------|
| • Jeff Johnson, Principal Engineer -- | \$185 |
| • Larry Karpack, Principal Engineer -- | \$185 |
| • Chris Frei, Engineer -- | \$105 |
| • Bonnie Cassarino -- GIS Specialist (Part Time) -- | \$75 |
| • Karen Karpack -- Clerical (Part Time) -- | \$55 |

Other Staff Categories:

- | | |
|----------------------|-------|
| • Sr. Engineer I -- | \$155 |
| • Sr. Engineer II -- | \$125 |
| • Jr. Engineer -- | \$90 |
| • Technician -- | \$70 |
| • Jr. Technician -- | \$50 |

WSE will comply with the rules and regulations regarding travel costs in accordance with Washington State Department of Transportation Accounting Manual M13-82, Chapter 10 Travel Rules and Procedures, and revisions thereto.

WATERSHED

Science & Engineering

110 Prefontaine Place South, Suite 508

Seattle, WA 98104

206-521-3000

Please call me at any time should you have any questions.

Very truly yours,
Watershed Science & Engineering, Inc.

A handwritten signature in black ink, appearing to read "Jeff P. Johnson". The signature is fluid and cursive, with the first name "Jeff" being more prominent.

Jeff P. Johnson, P.E.
President

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
PanGEO Incorporated

Project: Kittitas Highway

Salary Cost							
Task	Principal Geotechnical Engineer	Geotechnical Project manager	Senior Geotechnical Engineer or Geologist	Senior Geologist	Project Engineer or Geologist	Clerical, Bookkeeper	Task Cost
Rate:	\$177.60	\$151.71	\$108.54	\$93.71	\$91.89	\$69.06	
Plan Subsurface Exploration							
Data Collection and Review	1	1	1	2			\$625
Locate Test Holes/Utility Locate	1			8			\$927
Drilling Plan (utility conf/permits/traffic)				4			\$375
Subsurface Exploration							
Concrete Coring	1			20			\$2,052
Log Test Borings	1		2	80			\$7,892
Select Samples for Lab Testing			1	4			\$483
Boring Logs and Profile							
Review Lab Test Results	1		2				\$395
Boring Log Preparation	1			30			\$2,989
Develop Subsurface Profiles			4	40			\$4,183
Geologic Site Characterization	2			4			\$730
Engineering Analysis							
Foundation Type Alternatives Analysis	2	1	4				\$941
Spread Footing Recommendations	8		36				\$5,328
Liquefaction Analysis	8		16				\$3,157
Lateral Foundation Stiffness	4		12				\$2,013
Cuts and Walls	8		16				\$3,157
Construction Considerations & Specs	8	8					\$2,634
Geotechnical Report							
Draft Geotechnical Report	20	2	60	30			\$13,179
Final Geotechnical Report	4	1	8	8			\$2,480

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
PanGEO Incorporated

Project: Kittitas Highway

Project Management and Meetings							
Meetings (2)	12						\$2,131
Project Management	4	1					\$862
Total Salary Costs							\$56,534
Reimbursables							
Per Diem	11	days @	\$123.00	per day			\$1,353
Mileage	1000	miles @	\$0.51	per mile			\$510
Reproduction and Field Consumables							\$80
Concrete Coring							\$3,200
Drill Rig Mobilization							\$850
Driller per diem							\$2,925
Drill holes (27 ea., 35 feet max)							\$16,010
Well Installations							\$2,419
Tax and DOE Fees							\$3,430
Sieve Analysis	40	@	\$85.00				\$3,400
Moisture Content	80	@	\$20.00				\$1,600
Grand Total							\$92,311
Prepared By: Paul Grant	Date: June 24, 2011						

Exhibit G-2
Subconsultant Fee Determination
(Specific Rates of Pay)
PanGEO, Inc. Fee Schedule

Discipline or Job Title	Hourly Rate Range		Overhead @		Profit @		Rate Per Hour Range	
			127%		30%			
Principal Geotechnical Engineer	\$54.81	\$69.23	\$69.35	\$87.60	\$16.44	\$20.77	\$140.60	\$177.60
Geotechnical Project manager	\$59.14	\$59.14	\$74.83	\$74.83	\$17.74	\$17.74	\$151.71	\$151.71
Senior Geotechnical Engineer or Geologist	\$36.53	\$48.08	\$46.22	\$60.84	\$10.96	\$14.42	\$93.71	\$123.34
Project Engineer or Geologist	\$35.82	\$42.13	\$45.32	\$53.31	\$10.75	\$12.64	\$91.89	\$108.08
Staff Engineer or Geologist	\$26.93	\$33.90	\$34.07	\$42.89	\$8.08	\$10.17	\$69.08	\$86.96
Technician*	\$15.00	\$25.00	\$18.98	\$31.63	\$4.50	\$7.50	\$38.48	\$64.13
Draftsperson*	\$16.00	\$25.00	\$20.24	\$31.63	\$4.80	\$7.50	\$41.04	\$64.13
Clerical, Bookkeeper	\$15.60	\$26.92	\$19.74	\$34.06	\$4.68	\$8.08	\$40.02	\$69.06

* PanGEO, Inc. does not currently employ staff in these billing classifications. Ranges are representative of anticipated future hires.

Exhibit G-3
PanGEO, Inc.
Overhead Schedule
December 31, 2009

	Unadjusted Amount	Adjustment	Adjusted Amount	% of Direct Salary
Direct Labor	\$560,196	\$29,443 H	\$589,639	
General Overhead Expenses				
Direct Nonsalary Costs	\$273,010	-\$273,010 A	\$0	0.00%
Indirect Officers Salaries	\$115,741	-\$31,069 B,H	\$84,672	14.36%
Indirect Administrative Wages	\$38,709	-\$451 B,H	\$38,258	6.49%
Indirect Technical Salaries	\$129,539	-\$2,117 B,H	\$127,422	21.61%
Bonuses	\$40,219	-\$40,219 C	\$0	0.00%
SEP-IRA Contribution	\$138,816		\$138,816	23.54%
Medical/Dental Insurance	\$110,443		\$110,443	18.73%
Payroll Taxes	\$66,946	-\$321 B,H	\$66,625	11.30%
Advertising	\$555	-\$555 E	\$0	0.00%
Amortization Expense	\$0		\$0	0.00%
Bank Service Charges	\$230	-\$230 G	\$0	0.00%
Computers	\$6,152		\$6,152	1.04%
Contributions	\$1,050	-\$1,050	\$0	0.00%
Depreciation Expense	\$0		\$0	0.00%
Dues & Subscriptions	\$2,911		\$2,911	0.49%
Employee Morale	\$2,381	-\$882	\$1,499	0.25%
Employee Recruitment	\$0		\$0	0.00%
Storage Rental	\$6,060		\$6,060	1.03%
Equipment Lease	\$0		\$0	0.00%
Field Supplies	\$1,422		\$1,422	0.24%
Furniture and Fixtures < \$500	\$0		\$0	0.00%
Promotion	\$964	-\$960 B	\$4	0.00%
General Liability Insurance	\$689		\$689	0.12%
Professional Liability Insurance	\$37,782		\$37,782	6.41%
Interest Expense	\$0		\$0	0.00%
Licenses and Permits	\$1,881		\$1,881	0.32%
Office Supplies/Moving expense	\$2,182	-\$240 D	\$1,942	0.33%
Postage and Delivery	\$1,471	-\$608 D	\$863	0.15%
Printing and Reproduction	\$41		\$41	0.01%
Professional Development	\$2,643		\$2,643	0.45%
Professional Fees	\$200		\$200	0.03%
Reference (Books/Maps/etc.)	\$283		\$283	0.05%
Rent	\$64,260		\$64,260	10.90%
Repairs	\$1,317		\$1,317	0.22%
Section 179 Depreciation Expense	\$2,681		\$2,681	0.45%
B & O Taxes	\$32,170		\$32,170	5.46%
Property Taxes	\$273		\$273	0.05%
Telephone	\$9,573		\$9,573	1.62%
Entertainment	\$5,604	-\$5,604 B	\$0	0.00%
Meals/Travel	\$5,809	-\$1,028 B	\$4,781	0.81%
Utilities	\$381		\$381	0.06%
Total General Overhead	\$1,104,388	-\$358,344	\$746,044	126.53%

Exhibit G-3
PanGEO, Inc.
Overhead Schedule
December 31, 2009

	Unadjusted Amount	Adjustment	Adjusted Amount	% of Direct Salary
Overhead Rate	197.14%		126.53%	

- A. Per 48 CFR 31.202(a)
- B. Per 48 CFR 31.205-1(d) and 48 CFR 31.205-14.
- C. Per 48 CFR 31.205-6(a)(6)(ii)(B)
- D. Per 48 CFR 31.201-4, 48 CFR 31-205-14.
- E. Per 48 CFR 31.205-1(d)
- F. Per 48 CFR 31.205-8
- G. Per 48 CFR 31.205-20
- H. Per 48 CFR 37.115, DCAA 5-910, 5-910.2 & 6-410

Exhibit G-1
Subconsultant Fee Determination - Summary Sheet
Widener and Associates

Project: Kittitas Highway

Salary Cost			
Task	Project Manager	Project Biologist	Task Cost
Rate:	\$140.15	\$86.89	
Task 1 - Data Collection			
DNR	2	4	\$628
WDFW	4	8	\$1,256
Site Visit/Survey	8	8	\$1,816
Task 2 - Design Coordination	24	16	\$4,754
Task 3 - Wetland Delineation			
Draft	8	80	\$8,072
Final	8	24	\$3,207
USACE Approval	8	12	\$2,164
Task 4 - Section 106			
APE	4	16	\$1,951
Draft Report	4	8	\$1,256
Final Report	2	4	\$628
Task 5 - 4f Documentation			
Draft	8	40	\$4,597
Final	4	16	\$1,951
Task 6 - Biological Assessment			
Draft	40	180	\$21,246
Final	10	24	\$3,487
WSDOT Revisions	4	40	\$4,036
Services Review	16	12	\$3,285
Task 7 - ECS			
Draft	4	12	\$1,603
Final	2	6	\$802
Task 8 - Permits			
Draft JARPA	16	32	\$5,023
Final JARPA	4	16	\$1,951
Section 404 Coordination	24	4	\$3,711
HPA Coordination	16	4	\$2,590
Section 401 Coordination	8	4	\$1,469
NPDES	6	16	\$2,231
Total Salary Costs			\$83,711
Reimbursables			
Travel			
Copies			
Cultural Resources Report			\$2,500
Grand Total			\$86,211
Prepared By: Ross Widener	Date: June 6, 2011		

Exhibit G-2
Subconsultant Fee Determination
(Specific Rates of Pay)
Widener and Associates Fee Schedule

Discipline or Job Title	Hourly Rate Range		Overhead @		Profit @		Rate Per Hour Range	
			150%		30%			
Project Manager	\$45.00	\$55.00	\$67.63	\$82.66	\$13.50	\$16.50	\$126.13	\$154.16
Project Biologist	\$30.00	\$35.00	\$45.09	\$52.60	\$9.00	\$10.50	\$84.09	\$98.10

Exhibit G-3
Widener and Associates
Overhead Schedule
December 31, 2009

	Unadjusted Amount	Adjustment	Adjusted Amount	% of Direct Salary
Direct Labor	\$411,970		\$411,970	
Fringe Benefits				
Payroll Taxes	\$50,000		\$50,000	12.14%
Holiday pay	\$4,148		\$4,148	1.01%
Vacation	\$18,832		\$18,832	4.57%
Sick pay	\$0		\$0	0.00%
Insurance - Health	\$12,266		\$12,266	2.98%
Pension plan	\$20,371		\$20,371	4.94%
Profit sharing plan	\$53,711		\$53,711	13.04%
Seminars, Education	\$7,783		\$7,783	1.89%
Total Fringe Benefits	\$167,111	\$0	\$167,111	40.56%
General Overhead				
Indirect salaries	\$80,844		\$80,844	19.62%
Insurance - Professional Liability	\$6,424		\$6,424	1.56%
Insurance - other	\$13,000		\$13,000	3.16%
Computer expense	\$3,071		\$3,071	0.75%
Professional Services	\$64,386		\$64,386	15.63%
Direct Cost Reimbursement	-\$51,709		-\$51,709	-12.55%
Travel Expense	\$50,000		\$50,000	12.14%
Office Supplies	\$15,000		\$15,000	3.64%
Office rent and utilities	\$31,503		\$31,503	7.65%
Field supplies	\$32,500		\$32,500	7.89%
General office expenses	\$15,000		\$15,000	3.64%
Telephone	\$15,000		\$15,000	3.64%
Vehicle repair and maintenance	\$20,000		\$20,000	4.85%
Taxes - State B&O	\$30,000		\$30,000	7.28%
Depreciation	\$120,000		\$120,000	29.13%
Cost of Money	\$7,000		\$7,000	1.70%
Total General Overhead	\$452,019	\$0	\$452,019	109.72%
Total Overhead	\$619,130	\$0	\$619,130	150.29%
Overhead Rate	150.29%		150.29%	

Exhibit H

Title VI Assurances

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

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

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

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

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

(Refer to Agreement, Section IX)

Lump Sum Contracts

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

Cost Plus Fixed Fee Contracts

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

Specific Rates of Pay Contracts

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

Cost Per Unit of Work Contracts

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

Exhibit J

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 – Attempt to Resolve Alleged Design Error with Consultant

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

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

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

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

Step 5 – Forward Documents to Highways and Local Programs

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

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

Exhibit K

Consultant Claim Procedures

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

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

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

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 – Informing Consultant of Decision Regarding the Claim

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

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

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

Exhibit M-1(a)
Certification Of Consultant

Project No. _____

Local Agency Kittitas Co.

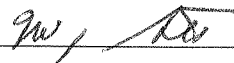
I hereby certify that I am president and duly authorized representative of the firm of Sargent Engineers, Inc. whose address is 320 Ronlee Lane NW, Olympia, WA 98502 and that neither I nor the above firm I here represent has:

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

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

6/8/2011

Date



Signature

Exhibit M-1(b)
Certification Of Agency Official

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

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

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

July 5, 2011
Date



Signature


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

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

Consultant (Firm): Sargent Engineers, Inc.

6/8/2011

(Date)



(Signature) President or Authorized Official of Consultant

Exhibit M-3
Certification Regarding The Restrictions
of The use of Federal Funds for Lobbying

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Consultant (Firm): Sargent Engineers, Inc.

6/8/2011

(Date)


(Signature) President or Authorized Official of Consultant

Exhibit M-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of Kittitas Highway * are accurate, complete, and current as of June 8, 2011 **. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm Sargent Engineers, Inc.

Name 

Title Principal

Date of Execution*** June 8, 2011

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

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

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