

KITTITAS COUNTY
DEPARTMENT OF PUBLIC WORKS

AGENDA STAFF REPORT

AGENDA DATE: July 16, 2013

ACTION REQUESTED: Requesting the Board of County Commissioners to Approve and Sign the consultant agreement for the Kittitas Highway Safety Improvements Project.

BACKGROUND: Kittitas County received Federal funds to reconstruct Kittitas Highway from mile post (MP) 1.03 to MP 5.63. This reconstruction will consist of bridge replacement, road overlay, guardrail, adding bicycle lanes, adding pull-outs for enforcement and road stabilization.

The consultant will provide civil and hydraulic design services for \$399,850.

Kittitas County received \$2,280,167 through US Senate appropriations. We plan to use \$900,000 Surface Transportation Funds (STP). Therefore, Kittitas County Public Works will provide the remaining \$1,100,000 estimated to complete the project.

Public Works will coordinate with the local utilities during design. Utility coordination will continue during construction.

Public Works is requesting the Board authorize the chair to sign the consultant agreement.

INTERACTION: Public Works

RECOMMENDATION: Approve and sign the consultant agreement

HANDLING: Please return two Original signed documents to Public Works.

ATTACHMENTS: Local Agency Standard Consultant Agreement

LEAD STAFF: Douglas D'Hondt
County Engineer

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. _____

**AWARD THE LOCAL AGENCY STANDARD CONSULTANT
AGREEMENT FOR ENGINEERING SERVICES FOR THE KITTITAS
HIGHWAY SAFETY IMPROVEMENTS PROJECT.**

WHEREAS: Kittitas County Public Works (KCPW) received funding through Federal Highway Administration for safety improvements to Kittitas Highway; and

WHEREAS: KCPW will pay for a portion of the project; and

WHEREAS: Kittitas County requires civil and irrigation engineering services to complete the design and contract; and

WHEREAS: The County selected JUB Engineers, Inc. to provide these services; and

WHEREAS: The county previously retained another consultant to provide services for environmental, geotechnical and structural services.

NOW, THEREFORE BE IT RESOLVED the Kittitas County Board of County Commissioners declares it be in the best interest of the public, and does hereby authorize chair signature for the aforementioned engineering services.

DATED this 16th day of July, 2013, at Ellensburg, Washington.

**BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON**

Obie O'Brien, Chair

Paul Jewell, Vice-Chair

Gary Berndt, Commissioner

ATTEST:

Clerk of the Board

<h2 style="margin: 0;">Local Agency Standard Consultant Agreement</h2>	Consultant/Address/Telephone J-U-B ENGINEERS, INC 2810 W. Clearwater Ave. , Ste 201 Kennewick, WA 99336 (509) 783-2144 FAX (509) 736-0790										
<input checked="" type="checkbox"/> Architectural/Engineering Agreement <input type="checkbox"/> Personal Services Agreement											
Agreement Number JUB No. 30-13-055											
Federal Aid Number STPD-C190(003)											
Agreement Type (Choose one) <input type="checkbox"/> Lump Sum Lump Sum Amount \$ _____ <input checked="" 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 checked="" type="checkbox"/> Fixed Overhead Rate <u>192.20</u> % Fixed Fee \$ <u>30,700.00</u> <input type="checkbox"/> Specific Rates Of Pay <input type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> Cost Per Unit of Work	Project Title And Work Description Kittitas Highway Safety Improvements. This project, from city limits of Ellensburg to Kittitas, will include bridge replacement (design by others), guardrail, bicycle lane, pullouts for law enforcement, roadway pavement and surfacing, piping of ditches and guardrail installation for safety enhancements. DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ % Federal ID Number or Social Security Number 82-0290774 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Do you require a 1099 for IRS?</td> <td style="width: 50%;">Completion Date</td> </tr> <tr> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> <td>December 31, 2016</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 70%;">Total Amount Authorized \$</td> <td style="text-align: right;">363,500.00</td> </tr> <tr> <td>Management Reserve Fund \$</td> <td style="text-align: right;">36,350.00</td> </tr> <tr> <td>Maximum Amount Payable \$</td> <td style="text-align: right;">399,850.00</td> </tr> </table>	Do you require a 1099 for IRS?	Completion Date	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	December 31, 2016	Total Amount Authorized \$	363,500.00	Management Reserve Fund \$	36,350.00	Maximum Amount Payable \$	399,850.00
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Maximum Amount Payable \$	399,850.00										

Index of Exhibits (Check all that apply):

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|--|--|
| <input checked="" type="checkbox"/> Exhibit A-1 Scope of Work
<input type="checkbox"/> Exhibit A-2 Task Order Agreement
<input type="checkbox"/> Exhibit B-1 DBE Utilization Certification
<input checked="" type="checkbox"/> Exhibit C Electronic Exchange of Data
<input type="checkbox"/> Exhibit D-1 Payment - Lump Sum
<input checked="" type="checkbox"/> Exhibit D-2 Payment - Cost Plus
<input type="checkbox"/> Exhibit D-3 Payment - Hourly Rate
<input type="checkbox"/> Exhibit D-4 Payment - Provisional
<input checked="" type="checkbox"/> Exhibit E-1 Fee - Lump/Fixed/Unit
<input type="checkbox"/> Exhibit E-2 Fee - Specific Rates
<input checked="" type="checkbox"/> Exhibit F Overhead Cost
<input checked="" type="checkbox"/> Exhibit G Subcontracted Work
<input type="checkbox"/> Exhibit G-1 Subconsultant Fee | <input type="checkbox"/> Exhibit G-2 Fee-Sub Specific Rates
<input type="checkbox"/> Exhibit G-3 Sub Overhead Cost
<input checked="" type="checkbox"/> Exhibit H Title VI Assurances
<input checked="" type="checkbox"/> Exhibit I Payment Upon Termination of Agreement
<input checked="" type="checkbox"/> Exhibit J Alleged Consultant Design Error Procedures
<input checked="" type="checkbox"/> Exhibit K Consultant Claim Procedures
<input type="checkbox"/> Exhibit L Liability Insurance Increase
<input checked="" type="checkbox"/> Exhibit M-1a Consultant Certification
<input checked="" type="checkbox"/> Exhibit M-1b Agency Official Certification
<input checked="" type="checkbox"/> Exhibit M-2 Certification - Primary
<input checked="" type="checkbox"/> Exhibit M-3 Lobbying Certification
<input checked="" type="checkbox"/> Exhibit M-4 Pricing Data Certification
<input checked="" type="checkbox"/> App. 31.910 Supplemental Signature Page |
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THIS AGREEMENT, made and entered into this _____ day of July, 2013,
 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 J-U-B Engineers Agency Kittitas County

Exhibit A-1
Draft Scope of Work – JUB Engineers, Inc.

Preliminary Engineering
Kittitas Highway Safety Improvements

Kittitas County

PROJECT DESCRIPTION AND BACKGROUND

This project consists of widening approximately 4.8 miles of Kittitas Highway from the City of Ellensburg limits to the City of Kittitas limits. The improvements will include widening the road to accommodate two lanes of traffic, two bicycle lanes, improving intersections, turn-outs for law enforcement and safety improvements.

AGENCY (Kittitas County) selected CONSULTANT (J-U-B ENGINEERS, Inc.) to provide design, and engineering support during construction.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

TASK 1 – PRELIMINARY ENGINEERING

CONSULTANT shall provide the Project Management, Sidewalk and ADA Ramp Design, Storm Drainage, Street Lighting, and other tasks in the development of the Design PS&E.

Subtask 1.1 – Project Management

This task includes the preparation of monthly invoices and status reports, overall project coordination, coordination with other consultants, monitoring the project schedule and keeping the project documentation and files up to date.

Subtask 1.2 – Project Meetings

This task involves weekly in-house team meetings, meetings with other consultants as needed, progress meetings with the AGENCY, and coordination with Washington State Department of Transportation (WSDOT) as required.

Deliverables:

- ☐ Preliminary Engineering Phase Project Schedule.
- ☐ Monthly Project Schedule updates.
- ☐ Monthly invoices and Project Status Reports.
- ☐ Meeting Agendas and follow up minutes

Subtask 1.3 – Base Map

CONSULTANT will incorporate the AGENCY provided topographic surveying into selected design software. If additional survey is needed, CONSULTANT shall provide the limits of additional survey needs to AGENCY. At the AGENCY's request, CONSULTANT can provide surveying services for this project as additional work.

CONSULTANT shall utilize AGENCY provided CADD survey control and right-of-way. AGENCY does not intend to acquire additional Right-of-Way for improvements. If

additional Right-of-Way is unavoidable, then under a supplement, CONSULTANT could obtain Title Reports and research adjacent parcels and assist AGENCY in developing Right-of-Way plans and documentation.

Deliverables:

- ☐ Project base map showing existing right-of-way

Subtask 1.4 – Other Consultant Coordination

AGENCY will provide geotechnical information and roadway design section based on work done by others. CONSULTANT will review and coordinate with bridge engineer to incorporate structure plans into PS&E. CONSULTANT will coordinate with environmental engineer to incorporate environmental permitting requirements into the special provisions. CONSULTANT shall review hydraulic report prepared by others and coordinate design assumptions into the stormwater and irrigation design tasks.

It is assumed that work done by other Consultants will be provided through the AGENCY or directly to CONSULTANT when requested.

Subtask 1.5 – Utility Coordination

CONSULTANT will research and identify existing utilities in the project area. CONSULTANT shall review County records for franchise agreements and meet with utility representatives. CONSULTANT will provide communication with utilities during the design process. CONSULTANT will contact utilities for location information to be incorporated into the base map. CONSULTANT provide review plans for utility verification.

Deliverables:

- ☐ Record of communication with utilities

Subtask 1.6 – Roadway Design

CONSULTANT will use horizontal alignment and vertical grade as provided by AGENCY for Phase 1 improvements. It is assumed that only a portion of the vertical profile will be modified in the vicinity of John Wayne Trail. The pavement sections material depths and type will be in accordance with recommendations provided by AGENCY's Geotechnical Consultant. Preliminary design submittal will address the LAG design criteria and identify any potential design deviations.

CONSULTANT shall evaluate existing County Road intersections with Kittitas Highway for sight distances. Line of sight will be evaluated in the field. CONSULTANT will identify conflicts and make recommendation to AGENCY. It is assumed for this project that no intersection realignment or individual intersection plans will be included.

CONSULTANT shall evaluate roadside hazards within clearzone. In proposed guardrail locations CONSULTANT will use AGENCY preferences for guardrail design and in accordance with WSDOT Design Manual and Standard Plans. CONSULTANT will evaluate locations guardrail installation compared to piping to avoid clearzone conflict.

CONSULTANT shall use AGENCY's design standards as a guideline for design. Since AGENCY Design Standards closely follow WSDOT and AASHTO standards it is not anticipated to conflict.

Deliverables:

- ☐ Design Matrix Documentation
- ☐ Design Report documenting Matrix requirements and comparison of standards.
- ☐ Preparation of Design Deviation Request (if required)

Subtask 1.7 – Sidewalk & ADA Ramps Design

At the project city limits there are sidewalk and ADA ramps. It is not anticipated that existing ADA ramps will require reconstruction, however in order to meet FHWA funding requirements existing ramps within the project limits must be verified.

CONSULTANT will field verify and evaluate the existing ADA ramps within the project limits. If required, CONSULTANT will provide recommendations to AGENCY on corrective actions or design deviations in accordance with current WSDOT standards and policies.

Deliverables:

- ☐ Evaluation of Existing Ramps within Project Limits
- ☐ Detailed ADA Ramp Design if required

Subtask 1.8 – Storm Drainage Design

This task will be done in conjunction with the Irrigation Adjustment Design task due to the shared roadside ditch for portions of the project. It is anticipated that the majority of the new impervious surface storm drainage will be incorporated into the roadside ditches for stormwater conveyance. In locations where roadside ditches are prohibitive due to right of way it is assumed it will piped.

CONSULTANT will review and coordinate previous Consultant hydrology study. It is assumed for this project that runoff treatment and disposal is not included.

CONSULTANT will meet to discuss options and make recommendations as part of a progress meeting. Based on selected methods, CONSULTANT will submit conceptual storm drainage design with the 30% submittal. CONSULTANT will incorporate review comments into the Preliminary design submittal.

Deliverables:

- ☐ Conceptual Storm Drainage Layout (30%) Plans
- ☐ Preliminary Design submittal incorporating AGENCY comments (60%)
- ☐ Final Design details and special provisions incorporated into PS&E Submittal

Subtask 1.9 – Irrigation Adjustments Design

Portions of the existing roadside ditch also serve as a delivery and wasteway channel for the adjacent rill irrigation systems. Widening the roadway will modify the ditch geometry and location. CONSULTANT shall evaluate the roadside ditch modifications and impacts

to the irrigation facilities. CONSULTANT will compare alternative solutions for irrigation impacts.

CONSULTANT will meet with Stakeholders who operate, maintain and the primary users of the irrigation system in order to determine how the existing system functions. CONSULTANT will evaluate impacts to recommended mitigation due to relocating or change of ditches. CONSULTANT will provide a summary and itemized listing by stations the known conflicts at the 30% submittal. CONSULTANT will evaluate alternatives and costs for the 30% Submittal.

Based on selected methods, CONSULTANT will submit preliminary design with the 60% submittal. CONSULTANT will incorporate review comment into the final design submittal.

Deliverables:

- ☐ Conceptual Technical Memorandum (30% Submittal)
- ☐ Preliminary(60%) design plans
- ☐ Final Design (95% & final)

Subtask 1.10 – Public Involvement

We recognize that different people take in information in different ways. CONSULTANT will provide a Public Involvement Plan consisting of an open house and stakeholder meetings.

CONSULTANT shall develop displays and handout information for an open house. AGENCY will advertise and provide the location of the open house.

CONSULTANT shall schedule and conduct meetings with property owners individually impacted by irrigation modifications. Property owner coordination will be documented and provided to AGENCY. AGENCY/Irrigation District will provide a database for the property owner contacts. For budget purposes we assume 30 individual contacts.

Deliverables:

- ☐ Exhibits and Handouts for Open House
- ☐ Diary of Project Coordination – Stakeholder meetings

Subtask 1.11 – Traffic Control & Detour

CONSULTANT will develop construction phasing sequences and traffic control plans to accommodate efficient construction to minimize public inconvenience and project costs. CONSULTANT shall evaluate construction using lane closures and detour options. It is anticipated that detours will be used during the bridge construction.

Deliverables:

- ☐ Traffic Control Plans/Detour Plans (60% Submittal)

Subtask 1.12 – Plans

CONSULTANT will prepare preliminary plans for review by the AGENCY. Progress review sets of plans will include a 30% Conceptual Design, 60% Preliminary Design, 95% Final Plans and Specifications, and the Ad ready submittal with AGENCY and

WSDOT comments addressed. The completeness of the level of detail will correspond to the submittal. The anticipated plan sheets for this project include:

Deliverables:

- ☐ Cover sheet/index (30%,60%, 95% & Final)
- ☐ Summary of Quantities (95% & Final)
- ☐ Construction legend and General Notes (95% & Final)
- ☐ Typical Roadway Sections and Roadway Section Details (30%,60%, 95% & Final)
- ☐ Quantity Tabulation Sheets (60%, 95% & Final)
- ☐ Plan sheets/profile sheets including:
 - Alignment and Profile (30%,60%, 95% & Final)
 - Right of Way limits (30%,60%, 95% & Final)
 - Construction Limits (cut/fill lines) - (30%,60%, 95% & Final)
 - Channelization/Widening dimensions (60%, 95% & Final)
 - Keyed Construction Notes, Quantity Tab, Structure Notes call-outs (60%, 95% & Final)
 - Utility locations and proposed adjustments (60%, 95% & Final)
 - Proposed pavement markings (95% & Final)
- ☐ Structure Note Sheets (60%, 95% & Final)
- ☐ Culvert Details (60%, 95% & Final)
- ☐ Irrigation Adjustment Details (60%, 95% & Final)
- ☐ Structural Walls Details (if required) - (60%, 95% & Final)
- ☐ Guardrail Details - (60%, 95% & Final)
- ☐ Bridge Plans and Details (by other Consultant)
- ☐ TESC plan - (95% & Final)
- ☐ Traffic control and Detour plan (60%, 95% & Final)

Assumes 1"=50 scale for Plan Sheets

Subtask 1.13 – Cost Estimate

CONSULTANT will develop an Opinion of Probable Costs based on preliminary design quantities. Cost estimates will be provided at the 30% Conceptual Submittal, 60% Preliminary Design Submittal and 95% Final Design and updated if needed for the Ad ready.

Deliverables:

- ☐ Opinion of Probable Costs (30%, 60%, 95%/Final)

Subtask 1.14 – Specifications & Bid Documents

CONSULTANT shall prepare general contract provisions and project special provisions in accordance with the (2012) WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction along with General Special Provisions (GSP) and amendments. **NOTE: WSDOT to publish the effective date for 2014 Specification January 6, 2014 – For this project It is anticipated that the 2012 Specifications will still be in effect.**

Full contract documents will be submitted at the 95% submittal. Final ad ready contract documents will incorporate WSDOT comments and federal wage rates, and DBE

participation as determined by WSDOT. AGENCY specifications will be incorporated as special provisions as well as project specific requirements.

Deliverables:

- ☐ Invitation to Bid
- ☐ Information for Bidders
- ☐ Bidder's Checklist
- ☐ Proposal
- ☐ Notice to Bidder
- ☐ Non-Collusion Affidavit
- ☐ Anti-Discrimination Affidavit
- ☐ Bid Bond
- ☐ Contract
- ☐ Performance and Payment Bond
- ☐ Notice of Award
- ☐ Acceptance of Notice of Award
- ☐ Federal Aid Special Provisions
- ☐ Amendments to Standard Specifications
- ☐ Special Provisions
- ☐ Wage Rates (Federal & State)
- ☐ Construction Plans

Subtask 1.15 – QC, Submittals and Review

CONSULTANT will perform an internal QA/QC review of the preliminary plans, opinion of probable costs and contract provisions. CONSULTANT will provide 30%, 60%, 95% and final Ad Ready PS&E submittals. The preliminary plans and estimate will be forwarded only to the AGENCY for all submittals. The 95% PS&E will be forwarded to AGENCY and WSDOT for review. Final documents will incorporate AGENCY and WSDOT review comments.

Deliverables:

- ☐ 30% Conceptual Submittal and Opinion of Probable Costs
- ☐ 60% Preliminary plans and Opinion of Probable Costs
- ☐ 95% Plans Specifications and Opinion of Probable Costs
- ☐ Final - Bid Documents and Opinion of Probable Costs.

TASK 2 – ENGINEERING SUPPORT DURING CONSTRUCTION

CONSULTANT shall provide assistance to AGENCY for the bid, award and construction phase services:

AGENCY will advertise the project and perform all Construction Administration services during the Bid & Award Phase. CONSULTANT will provide construction and design experts who worked on the project to be available in responding to contractor questions during the bidding process. CONSULTANT will prepare and issue addenda during the bidding process. CONSULTANT will attend a pre-bid meeting if requested. CONSULTANT will provide assistance during review of bids – as requested by AGENCY.

Subtask 2.1 – Project Management

This task includes preparing monthly invoices, status reports, overall project coordination, monitoring the project schedule and keeping the project documentation and files up to date and progress meetings with the AGENCY.

Deliverables:

- ☐ Monthly invoices and Project Status Reports.

Subtask 2.2 – Meetings

It is assumed that there will be various meetings requiring the CONSULTANT to prepare information, participate and document outcomes. The anticipated meetings are: Pre-Construction Meeting, Substantial Completion Walk-Through, and Final Walk-Through.

Deliverables:

- ☐ Meeting Agenda and Minutes

Subtask 2.3 – Submittals & RFIs

CONSULTANT will respond to Submittals and Requests for Information (RFI) as requested by AGENCY. AGENCY will receive and process all Submittals and RFIs and involve the CONSULTANT at the AGENCY'S discretion. CONSULTANT will provide submittal review in accordance with the following:

Shop Drawings and Samples. Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Substitutes. Consult with and advise AGENCY concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Deliverables:

- ☐ Submittal and RFI Review Comments (electronic copy in .pdf format)

Subtask 2.4 – Field Changes, Clarifications and Interpretations

CONSULTANT will provide services as requested by AGENCY in accordance with the following:

Clarifications and Interpretations; Field Orders. Recommend to AGENCY necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on CONSULTANT's recommendations, AGENCY may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Change Orders, and Work Change Directives. Recommend to AGENCY Change Orders or Work Change Directives, as appropriate, and prepare required documents for AGENCY consideration. AGENCY may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Subtask 2.5 – Materials Testing

At time of construction, AGENCY will determine the need for Material Testing as provided under this agreement with CONSULTANT. If requested by AGENCY, Materials testing will be provided by subconsultant. All testing will be performed in accordance with the project requirements. Testing will include all soil, concrete, and asphalt testing required meeting the WSDOT specifications. A Professional Engineer will review all materials testing results for conformance with project specifications.

Consultant will make recommendations to AGENCY concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

Deliverables:

- ☐ Materials Testing Reports (one paper copy, electronic copy in .pdf format)

Subtask 2.6 – Record Drawings

CONSULTANT will furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the Contractor.

Deliverables:

- ☐ Record Drawings (one full size 24"x36" mylar)

LIMITATIONS

The following limitations have been identified and will apply to this Scope of Work:

1. No additional Right-of-way is required.
2. Surveying is provided by AGENCY.
3. Construction Staking to be Contractor provided or provided by AGENCY.
4. Geotechnical Investigation is provided by others under a separate agreement with AGENCY.
5. Landscaping is not included.
6. Environmental Documentation is provided by others under a separate agreement with AGENCY
7. Bridge and Structural Design is by others under a separate agreement with AGENCY.
8. One set of AD ready PS&E plans including full size 24"x 36" mylar plans.
9. AGENCY to advertise the Construction Contract
10. AGENCY to administer Construction. CONSULTANT to provide engineering support as requested by AGENCY during Construction.

ESTIMATED PERSON-HOUR EXHIBIT Kittitas Highway Safety Improvements

CLIENT: Kittitas County
 DATE: July 3, 2013
 Section: Kittitas Highway - Ellensburg City Limits to Kittitas City Limits

PROJECT TASK		Principal in Charge	Project Manager	Project Engineer	Roadway Design Engineer	Irrigation/Storm Water Project Engineer	QC Stormwater Engineer	QC Irrigation Engineer	Engineer in Training	Utility Coordination Engineer	Construction Manager	Construction Observer	CADD Technician	Cartographer
TASK 1 PRELIMINARY ENGINEERING		4.0	136.0	420.0	380.0	134.0	24.0	40.0	288.0	78.0	30.0	0.0	342.0	184.0
1.1	Project Management	4.0	34.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0
1.2	Project Meetings (4 meetings)	0.0	32.0	32.0	32.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0
1.3	Base Map	0.0	0.0	2.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1.4	Other Consultant Coordination	0.0	16.0	16.0	16.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1.5	Utility Coordination	0.0	2.0	8.0	8.0	0.0	0.0	0.0	8.0	70.0	0.0	0.0	0.0	4.0
1.6	Roadway Design	0.0	8.0	40.0	80.0	0.0	0.0	0.0	30.0	0.0	0.0	0.0	0.0	0.0
1.7	Sidewalk and ADA Design	0.0	0.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1.8	Storm Drainage Design	0.0	2.0	8.0	8.0	24.0	8.0	0.0	80.0	0.0	0.0	0.0	0.0	0.0
1.9	Irrigation Adjustments Design	0.0	2.0	8.0	8.0	60.0	0.0	24.0	160.0	0.0	0.0	0.0	24.0	8.0
1.10	Public Involvement	0.0	8.0	240.0	240.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	120.0
1.11	Traffic Control & Detour	0.0	4.0	12.0	24.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	24.0	0.0
1.12	Plans	0.0	4.0	20.0	60.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	240.0	0.0
1.13	Cost Estimate	0.0	2.0	4.0	12.0	8.0	0.0	0.0	20.0	0.0	4.0	0.0	0.0	0.0
1.14	Specifications & Bid Documents	0.0	4.0	8.0	40.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	20.0
1.15	QC, Submittals and Reviews	0.0	16.0	8.0	8.0	0.0	16.0	16.0	0.0	0.0	16.0	0.0	0.0	0.0
TASK 2 CONSTRUCTION ENGINEERING		2.0	44.0	8.0	16.0	0.0	0.0	0.0	0.0	8.0	102.0	8.0	12.0	24.0
2.1	Project Management	2.0	8.0	0.0	16.0	0.0	0.0	0.0	0.0	0.0	24.0	0.0	0.0	8.0
2.2	Meetings	0.0	8.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	4.0
2.3	Submittals & RFI	0.0	8.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0
2.4	Change Orders	0.0	8.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0
2.5	Material Testing (Coordination & Review)	0.0	8.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0
2.6	Record Drawings & Project Closeout	0.0	6.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	14.0	8.0	12.0	12.0
TOTAL		6.0	182.0	428.0	566.0	134.0	24.0	40.0	288.0	78.0	172.0	8.0	354.0	208.0

Exhibit C

Electronic Exchange of Engineering and Other Data

Kittitas County

The format and standards used for the development of this project will include the following:

- I. **Surveying, Roadway Design & Plans Preparation Section**
 - a. Survey Data - provided by AGENCY in digital format compatible for import into CONSULTANT software.
 - b. Roadway Design Files - Autocad Civil 3D or Microstation Inroads
 - c. Computer Aided Drafting Files - AutoCAD or Microstation
 - d. Electronic review document provided to Agency will be provided by Consultant in the Adobe Reader (PDF) file type.
 - e. Electronic data provided by Agency includes all available GIS, AutoCAD or Microstation files that would benefit the Agency by reducing Consultant resources in duplication of base map information.
 - f. Agency will furnish copies of all utility or parcel data either electronically or hard copies as information available within the project or study limits.
- II. **Any other Electronic Files to be provided - AGENCY to provide available Surveys and design data in AutoCAD electronic format.**
- III. **Method to Electronically Exchange Data**
 - a. Agency Software Suite - Microsoft Word, Microsoft Excel, Microsoft Powerpoint, Adobe Reader
 - b. Electronic Messaging System - Email and ftp site as requested
 - c. File Transfer Format - Final electronic files will be provided to AGENCY per Exhibit A-1 Scope of Work.

Exhibit D-2

Payment (Cost Plus a Fixed Fee)

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 specified in Section II, "Scope of Work." The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31.

A. **Actual Costs:** Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, direct non-salary costs, and fixed fee.

1. **Direct Salary Costs:** The Direct Salary Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. **Overhead Costs:** Overhead Costs are those costs other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The two options are explained as follows:
 - a. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.
 - b. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANTS cost estimate and the overhead computation is shown in Exhibit "E" attached hereto and by this reference made part of this AGREEMENT. When an Actual Cost method is used, the CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an overhead schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the overhead rate for billing purposes. It shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

Failure to supply this information by either the prime CONSULTANT or any of their sub-consultants shall cause the AGENCY to withhold payment of the billed overhead costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY, STATE and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

3. **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 Cost
 - 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.
4. **Fixed Fee:** The Fixed Fee, which represents the CONSULTANT'S profit, is shown in the heading of this AGREEMENT under Fixed Fee. This amount does not include any additional Fixed Fee, which could be authorized from the Management Reserve Fund. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
5. **Management Reserve Fund:** 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."6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the 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.

- B. **Monthly Progress Payments:** The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the calculated overhead and fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct Salary, Direct Non-Salary, and allowable Overhead Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed salary costs for CONSULTANT 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.
- C. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent 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.

- D. **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 - Summary Sheet
Cost Plus Fixed Fee
Project: Kittitas Highway

Direct Salary Cost (DSC):

Classification	Man-Hours	Rates of Pay	Costs
Principal In-Charge	6.0	\$65.77	\$394.62
Project Manager	182.0	\$60.82	\$11,069.24
Project Engineer	428.0	\$42.09	\$18,014.52
Roadway Design Engineer	566.0	\$32.50	\$18,395.00
Irrigation/Stormwater Project Engineer	134.0	\$45.77	\$6,133.18
QC Stormwater Engineer	24.0	\$45.77	\$1,098.48
QC Irrigation Engineer	40.0	\$31.52	\$1,260.80
Engineer In Training	288.0	\$24.23	\$6,978.24
Utility Coordination Engineer	78.0	\$40.93	\$3,192.54
Construction Manager	122.0	\$46.88	\$5,719.36
Construction Observer	8.0	\$34.34	\$274.72
CADD Technician	354.0	\$28.62	\$10,131.48
Clerical	208.0	\$24.27	\$5,048.16
Total DSC =			\$87,710.34
Overhead (OH Cost - including Salary Additives):			
OH Rate x DSC of	192.20%	=	\$168,578.85
Fixed Fee	Fixed Fee	35.00%	=
Total DSC, OH & Profit			\$30,698.62
Reimbursables:			\$286,987.81
Travel and Per Diem			
Per Diem	0 days @	\$0.00	\$0.00
Air Travel	0 trips @	\$0.00	\$0.00
Mileage	2400 miles @	\$0.52	\$1,248.00
Lodging	0 nights @		\$0.00
Reproduction/Mailing Expenses			
Plan Copies			\$100.00
Exhibit Mounting	4 each @	\$50.00	\$200.00
Survey Equipment			
Reimbursable Sub-Total			\$1,548.00
Subconsultant Costs: Testing of Materials (Budget Estimate)			
			\$75,000.00
Subconsultant Costs			\$75,000.00
Total			\$363,535.81
Total (Rounded \$100)			\$363,500.00
Management Reserve (10%)			\$36,350.00
Grand Total			\$399,850.00
Prepared by: Rick Door			
Date: 7/5/2013			

EXHIBIT F
Breakdown of Overhead Cost
Year Ending December 31, 2012

FRINGE BENEFITS		
Direct Labor	Beginning Total	% of Direct Labor
	10,249,905	
FICA	1,442,237	14.07%
Unemployment	190,279	1.86%
Medical Aid and Industrial Insurance	75,673	0.74%
Company Insurance and Medical	2,669,709	26.05%
Vacation, Holiday, and Sick Leave	2,339,440	22.82%
Commission, Bonuses/Pension Plan	95,661	0.93%
Total Fringe Benefits	6,812,999	66.47%
GENERAL OVERHEAD		
State B & O Taxes	236,639	2.31%
Insurance	422,743	4.12%
Administration and Time Not Assignable	7,791,152	76.01%
Printing, Stationery, and Supplies	416,407	4.06%
Professional Services	265,390	2.59%
Travel Not Assignable	564,096	5.50%
Telephone and Telegraph Not Assignable	493,929	4.82%
Fees, Dues, Professional Meetings	93,398	0.91%
Utilities and Maintenance	302,945	2.96%
Professional Development	93,148	0.91%
Rent	1,070,266	10.44%
Equipment Support (computer); Depreciation: Computer expense	997,109	9.73%
Cost of money	88,834	0.87%
Office Miscellaneous, Postage	51,213	0.50%
Total General Overhead	12,887,269	125.73%
Total Overhead Fringe + General	19,700,268	192.20%

Exhibit G Subcontracted Work

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

~~Testing of Materials will be provided by a subconsultant the extent of the scope of work is dependent on the bridge and roadway final design and will be submitted as a supplement to AGENCY for authorization prior to start of construction. An estimated budget for testing of materials is included in Exhibit E-1 Consultant Fee Determination.~~

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 met 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 in 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 County

I hereby certify that I am Ben Volk - Area Manager and duly authorized
representative of the firm of J-U-B ENGINEERS, INC whose address is
2810 W. Clearwater Ave, Ste 201, Kennewick, WA 99336 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.

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.

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): J-U-B ENGINEERS, INC

(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): J-U-B ENGINEERS, INC

(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 - RPF June 6, 2013 * are accurate, complete, and current as of July 5, 2013 **. 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 J-U-B ENGINEERS, INC
Name J-U-B Engineers
Title Area Manager
Date of Execution***

- * 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.

<p align="center">Supplemental Signature Page for Standard Consultant Agreement</p>	<p>Consultant/Address/Telephone J-U-B ENGINEERS, INC 2810 W. Clearwater Ave. , Ste 201 Kennewick, WA 99336</p>
<p>Agreement Number JUB No. 30-13-055</p>	<p>Project Title And Work Description Kittitas Highway Safety Improvements. This project, from city limits of Ellensburg to Kittitas, includes bridge replacement, bicycle lanes, pullouts, guardrail and other work.</p>
<p>Federal Aid Number STPD-C190(003)</p>	
<p>Local Agency Kittitas County</p>	

THIS AGREEMENT, made and entered into this _____ day of July, 2013, between the Local Agency of Kittitas County, Washington, hereinafter called the "AGENCY", and the above organization hereinafter called the "CONSULTANT".

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year first above written.

CONSULTANT

LOCAL AGENCY

By _____

By _____

Consultant Ben Volk

Agency Obie O'Brien - Chairman

By _____

By _____

Consultant _____

Agency Paul Jewell - Vice-Chairman

By _____

Agency Gary Berndt - Commissioner

By _____

Agency _____