

RESOLUTION NO. 2530

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON, AUTHORIZING MYERS ROAD SOUTH OVERLAY PROJECT DESIGN BY KPG ENGINEERING.

WHEREAS, the Public Works Department submitted the Myers Road South Overlay project to the Puget Sound Regional Council (PSRC) Surface Treatment Program (STP) in the summer of 2015 for potential grant funding; and

WHEREAS, the Public Works Department received PSRC STP contingency funding for the overlay pavement of Myers Road from SR 410 to 81st Street E in March of 2016; and

WHEREAS, Public Works staff has completed and submitted the State Transportation Improvement Program (STIP) forms to Pierce County for the inclusion of the Myers Road South Overlay Project to the STIP and is awaiting imminent approval; and

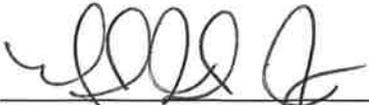
WHEREAS, the Mayor has signed the Local Agency Agreement with WSDOT to complete the Funding Package for the processing of the PSRC STP grant dollars; and

WHEREAS, Public Works staff has completed the interview process and selected KPG Engineering as meeting the qualifications to design the Myers Road South Overlay Project; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON HEREBY RESOLVES AS FOLLOWS:

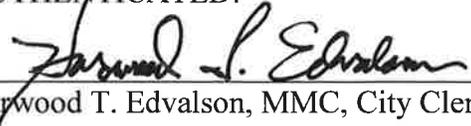
That the City of Bonney Lake Council does hereby authorize the Mayor to sign the attached design agreement with KPG Engineering for \$60,809.

PASSED BY THE CITY COUNCIL this 24th day of May, 2016.



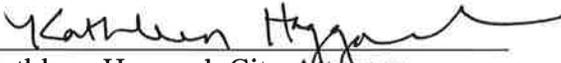
Neil Johnson, Jr., Mayor

AUTHENTICATED:



Harwood T. Edvalson, MMC, City Clerk

APPROVED AS TO FORM:



Kathleen Haggard, City Attorney

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

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Firm/Organization Legal Name (do not use dba's): KPG, P.S.	
Address 2502 Jefferson Ave Tacoma, WA 98402	Federal Aid Number
UBI Number 601-248-468	Federal TIN or SSN Number 91-1477622
Execution Date	Completion Date 12/31/17
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Meyers Road Overlay Project	
Description of Work Repair portions of the roadway that have failed and resurface the existing pavement from SR 410 to 81st Street with an asphalt pavement overlay, and construct a debris catchment wall approximately 18-inches high for approximately 200 feet along the toe of the cut slope for roadway preservation.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$60,809	

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

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

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

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

If to AGENCY:

Name: John Woodcock
Agency: City of Bonney Lake
Address: 19306 Bonney Lake Blvd
City: Bonney Lake State: WA Zip: 98391
Email: jw@ci.bonney-lake.wa.us
Phone: 253-447-4336
Facsimile:

If to CONSULTANT:

Name: Terry Wright
Agency: KPG
Address: 2502 Jefferson Ave
City: Tacoma State: WA Zip: 98402
Email: terry@kpg.com
Phone: 253-627-0720
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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V. Payment Provisions

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

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

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- B. **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 fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," 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 SERVICES at the time of the interview.
- E. **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 SERVICES 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) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

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

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

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

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

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

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

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

Unless otherwise specified in this 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 this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Agreement Number: 15087

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this 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:

Name: John Woodcock
Agency: City of Bonney Lake
Address: 19306 Bonney Lake Blvd
City: Bonney Lake State: WA Zip: 98391
Email: jw@ci.bonney-lake.wa.us
Phone: 253-4474336
Facsimile:

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, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

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

Agreement Number: 15087

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

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XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

Agreement Number: 15087

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

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

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

XX. Records Maintenance

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

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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

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

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

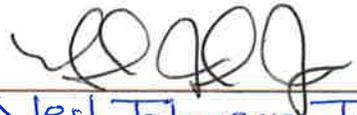
In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature

5-4-16

Date



Signature **Ner Johnson, Jr., Mayor
City of Bonney Lake**

5/25/16

Date

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

Agreement Number: 15087

Exhibit A
Scope of Work

Project No.

Please see attached Exhibit A

Agreement Number: 15087

EXHIBIT A-1

City of Bonney Lake Myers Road South Overlay

KPG Scope of Work May 2016

INTRODUCTION

A. PROJECT UNDERSTANDING:

The following Scope of Work outlines the effort required to complete Plans, Specifications, and Estimates to complete the overlay of Myers Road. The project will repair portions of the roadway that have failed and then resurface the existing pavement from SR 410 to 81st Street vicinity with an asphalt pavement overlay and construct a debris catchment wall approximately 18-inches high for approximately 200 feet along the toe of the cut slope for roadway preservation.

The following Scope of Work outlined the effort required to revise the PS&E.

B. ASSUMPTIONS:

The following assumptions were made to establish a scope and budget for this project:

- Right-of-way or easement acquisition will not be required.
- Right-of-way will not be delineated.
- Special Provisions will be developed based on the 2012 WSDOT Standard Provisions.
- Utility improvements are not part of this Scope of Work.
- Traffic Control Plans will be developed under this Scope of Work.
- Plans will be developed using AutoCAD 2013 Civil 3D using KPG drafting standards.
- The City will be responsible for all permit fees.
- A Construction Stormwater General Permit will not be required.
- All environmental documentation will be prepared by the City.
- No sidewalk, curb ramps, or pedestrian improvements will be required.
- Contract documents will be submitted to WSDOT Local Programs for review and approval.

The following Scope of Work includes the effort to complete the above described improvements.

SCOPE OF WORK

Task 1 – Management/Coordination/Administration

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. This Scope of Work assumes a 3 Month contract duration:

EXHIBIT A-1

1.1 Provide project administrative services including:

- Preparation of monthly invoices
- Preparation of monthly progress reports including amount spent, and amount remaining for each task
- Maintaining project files
- Record keeping and project closeout

1.2 Provide project management services including:

- Project staff management and coordination
- KPG design team coordination meetings
- Schedule and budget monitoring
- Coordination with WSDOT.

1.3 Miscellaneous letters and phone calls

Products:

- Monthly invoices
- Monthly progress reports
- Meeting notes for Consultant/City Meeting

Task 2 – Field Survey and Base Map

This task covers the effort to conduct field survey sufficient to complete the pavement overlay design, catchment, and analysis of existing slopes.

2.1 Field Survey and Base Map: The following items will be included in the field survey:

- Edge of pavement
- Locations of existing pavement failure
- Locations of existing guardrails
- Utility castings and surface monuments if present
- Cross-sections of the up-hill slope at approximately 200-foot intervals

2.2 Survey Control – Existing monuments will be located and horizontal and vertical control will be set.

Products:

- Electronic basemap showing surface features.

Assumptions:

- Base map will be prepared with AutoCAD 2013 Civil 3D using KPG drafting standards.
- Title reports will not be required.
- Neither right-of-way nor easement acquisition will be required.

EXHIBIT A-1

- Sufficient control monuments exist in the area to establish right-of-way, and extensive survey outside of the project area will not be required to determine the existing right-of-way lines.

Task 3 – Design 60%, 90%, Final

This task covers the effort required to prepare final plans, specifications and construction estimate. The following is a list of anticipated work items to be included within this task:

3.1 KPG will prepare 60%, 90%, and Final PS&E.

Construction Plans

- Typical sections.
- Paving limits.
- Locations and extents of pavement repair.
- Modifications of existing guardrail.
- Channelization and signing
- Catchment details

It is estimated that the Construction Plan set will contain the following:

Title	Number
Cover Sheet	1
Legend and Abbreviations	1
Typical Section/Detail Sheets	2
Overlay Plans (Plan/Plan)	3
Catchment Plan and Details	2
Temporary Traffic Control Plans	2
Temporary Traffic Detour Plan	1
TOTAL	12

- Special Provisions per 2016 Standard Specifications.
 - Construction Cost Estimate.
- 3.2 Final Design Review Meeting – The purpose of this meeting is to conduct a working review of the PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the Final Bid Documents. Plans will be submitted for review 2 weeks prior to the meeting.
- 3.3 Prepare Bid Documents based on comments received during the Final Design Review Meeting.
- 3.4 As a part of the design process a geotechnical analysis will be completed. The following is a general summary of the work to be completed. See Exhibit A-1.1 for a detailed scope of work to be completed by GeoDesign Engineers.
- 3.4.1 Evaluate the stability of the existing cut slope along the east side of Myers Road.
- 3.4.2 Evaluate the stability of the existing soldier pile retaining wall along the downhill slope of the west side of Myers Road.
- 3.4.3 Provide assistance in design of a catchment to reduce the chances of gravel and smaller rocks for rolling onto the driving surface and causing a traffic hazard.

EXHIBIT A-1

3.4.4 Provide pavement repair and overlay recommendations.

Products:

Deliverables with each Submittal will include the following:

- ***60% and 90% Submittal***
 - 2 – 1/2 Size Plan Sets (11x17), Specifications (not incl. with 60%), & Estimate (to City)
- ***Bid Documents (Hard Copy and Electronic Bidding)***
 - 1 Construction Cost Estimate
 - 1 Set 1/2 Size Plan Set (11x17) & Specifications
 - 1 Set Full Sized Plans (22x34 size)
 - 1 Copy Electronic Drawings and Specifications

Assumptions:

- No cross-walks will be added, stop bars at intersections will be installed and paint lines along the roadway replaced.
- All improvements will be within the existing right-of-way.
- Existing curb lines will remain unchanged.
- City will provide bidding services and reproduction of Contract Documents.
- Construction Services, if desired will be under a separate scope of work.

Exhibit B
DBE Participation

Not Applicable

Agreement Number: 15087

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD 2015 files of the topographic base map

B. Roadway Design Files

AutoCAD 2015

C. Computer Aided Drafting Files

AutoCAD 2015

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

All project related files are subject to review by the City

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

Completed contract documents, roadway design (AutoCAD) files

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

N/A

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II. Any Other Electronic Files to Be Provided

A copy of all electronic files may be provided to the City on DVD, upon request

III. Methods to Electronically Exchange Data

E-mail, CD, or FTP as approved by the City

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, MS Word, Excel, and AutoCAD 2015

Exhibit D
Prime Consultant Cost Computations

See Exhibit D, attached

Agreement Number: 15087

EXHIBIT D

PROJECT SUMMARY						
CLIENT: City of Bonney Lake PROJ NAME: Myers Road Overlay Job #: 15087 PROJ MGR.: Terry Wright DATE: May 3, 2016						
			SUBCONSULTANTS			
Task	Description	KPG ARCHIT/ENG	GeoDesign			Totals
1.0	Management/Coordination/Admin	\$7,368				\$7,368
2.0	Field Survey and Base Mapping	\$5,596				\$5,596
3.0	Roadway Design (60%, 90%, and Final)	\$33,439	\$14,350			\$47,789
					Expenses =	\$56
Totals		\$46,403	\$14,350			\$60,809

EXHIBIT D

CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job # 15087

DATE: May 3, 2016

		SUMMARY OF STAFF LABOR HOURS REQUIRED BY TASK								
Classification		Project Manager /Survey Manager	Proj. Engineer Senior LA PLS	Engineer Tech. LA Tech Survey Tech.	Project Surveyor, PLS	Survey Crew	Project Coordinator	Sr. Proj. Engineer		
TASK NO.	TASK DESCRIPTION	170.37	113.00	90.00	124.17	151.95	68.79	156.82	Total Hours	Task Total
1.0	Management/Coordination/Admin									
	Task 1 Hours =	32.0	6.0				18.0		56	\$7,368
2.0	Field Survey and Base Mapping									
	Task 2 Hours =			10.0	6.0	26.0			42	\$5,596
3.0	Roadway Design (60%, 90%, and Final)									
	Task 3 Hours =	52.0	128.0	91.0			28.0		299	\$33,439
	Task 4 Hours =									
	Task 5 Hours =									
	Task 6 Hours =									
OTHER DIRECT COSTS										
	Other Direct Costs									
	Hours	84.0	134.0	101.0	6.0	26.0	46.0		397	
	Total	\$14,311	\$15,142	\$9,090	\$745	\$3,951	\$3,164			
TOTALS									KPG DESIGN SERVICES LABOR TOTAL = \$46,403	

EXHIBIT D

EXPENSE ESTIMATE

DATE: May 3, 2016

CLIENT: City of Bonney Lake
 PROJ NAME: Myers Road Overlay
 Job # 15087

EXPENSE ITEM	Cost	/ Unit	Qty	Total
Travel - Mileage	0.555	\$ / mile	100	\$56
Travel - Parking County	9.00	\$ / 4 hrs	0	\$0
Maps and Charts	-	estimate	LS	\$0
8 1/2 X 11 Copies	0.10	\$ea	0	\$0
11 X 17 Copies	0.35	\$ea	0	\$0
Blueline Prints	0.35	\$ea	0	\$0
11 X 17 Plot Check Prints	1.00	\$ea	0	\$0
Color Reduction Prints 8 1/2 x 11	1.00	\$ea	0	\$0
Color Reduction Prints 11 x 17	1.50	\$ea	0	\$0
22 X 34 Copies	2.00	\$ea	0	\$0
22X34 Plot Check Prints Copy (Bond)	6.00	\$ea	0	\$0
Plots Large Vellum	8.00	\$ea	0	\$0
Plots Large Mylar	14.00	\$ea	0	\$0
Mountings 22 x 34	15.00	\$ea	0	\$0
Plot Prints Large Bond Color	\$22	\$ea	0	\$0
Photo Documentation	-	estimate	LS	-
Postage	-	estimate	LS	-
APS tility Pot Holes	-	estimate	LS	-
Title Reports	400.00	\$ea	0	\$0
Outside Reproduction	-	estimate	LS	\$0
Total KPG In-House Expense =				\$56

EXHIBIT D

CLIENT: City of Bonney Lake
ROJ NAME: Myers Road Overlay
Job # 15087
DATE: May 3, 2016

TASK 3 HOUR BREAKDOWN									
STAFF LABOR HOURS REQUIRED BY TASK									
TASK NO.	TASK DESCRIPTION	Classification						Total Hours	Task Total
		Project Manager /Survey Manager	Proj. Engineer Senior LA PLS	Engineer Tech. LA Tech Survey Tech.	Project Surveyor, PLS	Survey Crew	Project Coordinator		
		Initials	170.37	113.00	90.00	124.17	151.95	68.79	156.82
3.0 Roadway Design (80%, 90%, and Final)									
# of Sheets									
1.0	Cover Sheet			4.0				4	\$360
1.0	Sheet Index, Legend, Abbreviations, and Survey Control			5.0				5	\$450
2.0	Typical Sections/Details	4.0	16.0	12.0				32	\$3,569
3.0	Overlay Plans	8.0	24.0	24.0				56	\$6,235
2.0	Catchment Plan & Details	12.0	10.0	12.0				34	\$4,254
2.0	Temporary Traffic Control Plans	2.0	16.0	12.0				30	\$3,229
1.0	Plan	2.0	8.0	8.0				18	\$1,965
	60% Cost Estimate	2.0	6.0	6.0				14	\$1,559
	90% Cost Estimate	2.0	4.0	6.0				12	\$1,333
	Final Cost Estimate	2.0	4.0	2.0				8	\$973
	90% Specifications	12.0	24.0			16.0		52	\$5,857
	Final Specifications	6.0	16.0			12.0		34	\$3,656
OTHER DIRECT COSTS									
	Hours	52.0	128.0	91.0			28.0	299	
	Total	\$8,859	\$14,464	\$8,190			\$1,926		\$33,439
TOTALS									

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Please see attached

Agreement Number: 15087

Exhibit E - LAG Agreement

Exhibit A-1.1

Task 3.4 – Geotechnical

INTRODUCTION

GeoDesign, Inc. is pleased to present this proposal to provide geotechnical engineering services for the proposed City of Bonney Lake (City) Myers Road East Overlay project. The Myers Road East project extends from State Highway 410 to 81st Street East in Bonney Lake, Washington. The project includes repairs and overlay of Myers Road East as well as evaluating a cut slope on the east side of the road and a shored retaining wall on the west side of the road.

SCOPE OF SERVICES

The purpose of our geotechnical services will be to support the proposed project. Our specific scope of services is summarized as follows:

- Coordinate and manage the field investigation, including utility locates and scheduling with the City and GeoDesign staff.
- Review nearby existing geotechnical reports provided by the City, if available.
- Complete up to four shallow borings to depths between 5.0 to 30.0 feet below the ground surface (BGS). The borings will be located along and within the road alignment. Borings will be completed near the shored retaining wall and near the cut slope on the east side of the road where a shallow skin slide previously occurred. We will mark the exploration locations and call in the utility locates. Our engineer will log the subsurface conditions encountered and collect samples for classification and laboratory testing. The pavement section at each exploration location will be measured, and samples from the borings will be collected at 2.5-foot intervals to a depth of 10.0 feet BGS and then at 5-foot intervals. Samples will be returned to our Seattle laboratory for additional classification and laboratory testing. The borings will be located within the City ROW and we will obtain street use permits and submit a traffic control plan and well as obtain the ROW permits necessary to complete the work. We anticipate traffic control services, appropriate signs, and two flaggers will be required.
- Complete laboratory analyses on soil samples obtained from the explorations, including up to:
 - Six moisture content determinations
 - Four grain-size distribution tests
- Prepare a letter report summarizing our findings, conclusions, and recommendations related to the following:
 - Subsurface soil and groundwater conditions and results of laboratory testing
 - Evaluate the originally proposed 2-inch overlay, and verify that it is sufficient for the traffic conditions and identify an appropriate pavement section if it is not.
 - Observe the condition of existing shoring wall on the west side of the road and the skin slide area on the east side of the road, and provide recommendations if warranted to improve stabilization.

Task 3.4 Budget Breakdown

GeoDesign, Inc. FEE SUMMARY

Project: City of Bonney Lake - Myers Road East - Overlay
 Job No. KPG-84-01

Exhibit E

Date 4/29/2016

Standard Schedule (SS) or Direct Salary Cost (DSC)	SS
Labor Rate	2015 Standard Schedule
GeoDesign OH Rate, if DSC calculation is used	
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

	NO
Senior Lab Tech	25%
Lab Technician I	75%

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet		PROJECT PHASES OR TASKS								
SCOPE: Review existing information, perform site visit and field investigation up to 4 borings, and prepare geotechnical report.		Field Investigation	Laboratory Testing	Engineering Analysis and Report	Subcontractors			Total Hours	Labor Rate	Cost
CLASSIFICATION										
1	Principal	2.0		8.0				10.0	\$700.00	\$2,010
2	Senior Associate								\$185.00	
3	Associate								\$174.00	
4	Senior Project Manager								\$159.00	
5	Project Manager II								\$148.00	
6	Project Manager I		2.0	20.0				22.0	\$140.00	\$3,080
10	Staff III								\$121.00	
11	Staff II	20.0						20.0	\$110.00	\$2,200
12	Staff I								\$96.00	
13	Sr Tech								\$92.00	
14	CAD								\$92.00	
15	Tech II								\$88.00	
16	Tech I								\$75.00	
17	Senior Project Assistant	3.0						3.0	\$88.00	\$264
18	Proj Assistant								\$82.00	
19	Support Staff								\$70.00	
SUBTOTAL - Labor		\$2,870	\$280	\$4,424				89.0	\$7,574	\$7,574
OVERHEAD (OH) COST (including Salary Additives)										
FIXED FEE (FF):										
SUBTOTAL LABOR		\$2,870	\$280	\$4,424					\$7,574	\$7,574
EQUIPMENT								Unit	Rate	Extended
VEHICLE - GeoDesign - 1		2						Day	\$21.00	\$42
VEHICLE - Mileage		100						M/o	\$0.40	\$97
SAMPLING - GEO - MISC Sampling Equipment		1						Day	\$10.00	\$10
SAMPLING - ENV - Water Measurement & Sampling		1						Day	\$44.00	\$44
INSTRUMENT - GEO - VWP - Datalogger Recording for VWP								Day	\$50.00	
SUBTOTAL EQUIPMENT		\$193							\$193	\$193.20
REIMBURSABLES:								Unit	Rate	Extended
Reproduction - Copy (B&W)								each	\$0.12	\$8.00
Reproduction - Copy (COLOR) 11 x 17									\$1.50	\$15.00
SUBTOTAL REIMBURSABLES				\$21					\$21	\$21.00
LABORATORY TESTING:								Unit	Rate	Extended
Moisture - Oven			6					ea	\$25	\$150
Particle Size Analysis ASTM C136			4					ea	\$126	\$504
CEC								ea	\$95	
Organic Content								ea	\$94	
SUBTOTAL LABORATORY			\$664						\$664	\$664.00
GeoDesign Charges SubTotal		\$5,083	\$944	\$4,445					\$9,442	\$9,442
SUBCONTRACTORS (include tax when applicable)								SUBTOTAL	HC	Extended
Drilling Subcontractor					\$3,800			\$3,800	\$458	\$4,258
Traffic Control Subcontractor					\$1,200			\$1,200	\$144	\$1,344
Portable Restroom					\$275			\$275	\$33	\$308
SUBTOTAL SUBCONSULTANTS incl HC					\$5,908			\$5,275	\$631	\$5,908.00
ACTUAL SUBTOTAL BY PHASE incl HC		\$3,063	\$934	\$4,445	\$5,908					\$14,360.20
		\$3,070	\$940	\$4,450	\$5,910					\$14,370
TOTAL - ESTIMATED FEE										\$14,380.20

GEOTECHNICAL AND GEOLOGICAL SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 70	Los Angeles Deputy Grading Inspector	\$ 97
Project Assistant	\$ 82	Technical Specialist I	\$131
Senior Project Assistant	\$ 88	Technical Specialist II	\$145
Technician I	\$ 75	Senior Technical Specialist	\$158
Technician II	\$ 86	Project Manager I	\$140
Senior Technician	\$ 92	Project Manager II	\$149
CAD	\$ 92	Senior Project Manager	\$159
Staff I	\$ 96	Associate	\$174
Staff II	\$110	Senior Associate	\$185
Staff III	\$121	Principal	\$203
Equipment			Rate
Air compressor, generator (per day)			\$ 53
Cement amending field tool			\$ 21
Cement scale and pan (per day)			\$ 26
Core drill (per day)			\$ 210
Cross-hole sonic logger (CSL) (per day)			\$ 473
Digital camera (per day)			\$ 11
Drilled shaft inspection camera (DSIC) (per day, maximum \$1,785 per week)			\$ 945
Dynamic cone penetrometer (DCP) drive probe			\$ 100
Field California bearing ratio (CBR) equipment (per day)			\$ 231
Falling weight deflectometer (FWD) (per day)			\$1,780
Falling weight deflectometer (FWD) with GPR (per day)			\$3,040
Global positioning system (GPS) - differential (per day)			\$ 100
Global positioning system (GPS) - hand-held (per day)			\$ 30
Ground penetrating radar (GPR) - hand-pushed (per day)			\$ 525
Ground penetrating radar (GPR) - truck-mounted (per day)			\$1,260
Hand auger (per day)			\$ 37
Hydroacoustic Monitoring Equipment (per day)			\$ 263
Nuclear density gauge equipment (per hour)			\$ 11
Pile driving analyzer (PDA) (per day)			\$ 525
Pile integrity tester (per day)			\$ 210
Resistivity meter (per day)			\$ 105
Slope inclinometer equipment (per casing)			\$ 79
Soil samples in brass or stainless sleeves (per sample)			\$ 11
Soil samples in rings (per sample)			\$ 11
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)			\$11 - 53
Total Station - Survey Equipment (per hour, maximum \$400 per day)			\$ 53
Vehicle (company) usage (full day, plus \$0.63 per mile charge)			\$ 21
Vehicle (personal) usage (per mile)			\$ 0.63
Vibrating wire piezometer			\$ 525
Vibration monitoring equipment (per day, maximum \$265 per week)			\$ 55
Reproduction		Black/White	Color
8 1/2 x 11 (per finished page)		\$ 0.13	\$ 1.21
11 x 17 (per finished page)		\$ 0.32	\$ 1.58
C- or D-size plots (black/white and color - per finished plot)			\$26.25
D-size scan			\$12.60

OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

GEOTECHNICAL LABORATORY SCHEDULE OF CHARGES

TYPE OF TEST	UNIT PRICE
Atterberg Limits (ASTM D 4318-05)	\$ 170
CBR with 3-Point Proctor (ASTM D 1883-07)	\$ 650
Compaction (ASTM D 1557-07/ASTM D 698-07; Methods A, B, and C)	
1 point	\$ 100
4 points	\$ 240
Consolidation (ASTM D 2435-04; with 2 timed rebounds)	\$ 440
Direct Shear (ASTM D 3080-04)	
1 point	\$ 243
3 points	\$ 463
Moisture Content - Oven Method (ASTM D 2216-05)	\$ 26
Moisture/Density (ASTM D 7263)	
Rings	\$ 39
Shelby tubes	\$ 39
Organic Content (ASTM D 2974)	\$ 88
Particle-Size Analysis	
Sieve (ASTM C 117-04/ASTM C 136-06) (includes -200 Wash, Dry Sieve)	\$ 132
Percent passing No. 200 (ASTM C 117-04/ASTM D 1140-00)	\$ 83
Combined sieve and hydrometer (ASTM D 422-63)	\$ 221
Oversize sieve analysis (ASTM C 117-04/ASTM C 136-06)	\$ 221
Permeability	
Falling head in rigid wall permeameter (Army Corps Eng. EM 1110-2-1906, VI-13)	\$ 386
In triaxial cell with back pressure saturation (ASTM D 5084-03)	\$ 441
Flex wall with triaxial compression (ASTM D 5084/ASTM D 4767)	\$ 597
pH of Soil (ASTM G 51)	\$ 88
Resilient Modulus (AASHTO T 307-99)	
In situ sample	\$ 630
Remolded sample (includes compaction and sample preparation)	\$ 945
Rice Density (ASTM D 2041)	\$ 132
Soil Resistivity (ASTM G 57)	\$ 204
Specific Gravity	
Parafilm-coated core (ASTM D 1188)	\$ 49
Rice (AASHTO T 209)	\$ 100
Gravity core specific gravity (ASTM D 2726)	\$ 17
Gravel specific gravity (ASTM C 127)	\$ 79
Sand specific gravity (ASTM C 128)	\$ 105
Soil (ASTM D 854)	\$ 110
Swell (ASTM D 4546)	
Method A	\$ 348
Method B	\$ 243
Method C	\$ 607
Triaxial Compression	
Unconsolidated, undrained (back pressure saturation) (ASTM D 2850-03)	\$ 336
Consolidated, undrained, 1 point (ASTM D 4767-06)	\$ 441
Consolidated, undrained, strength envelope (ASTM D 4767-06)	\$ 1,323
Load-controlled cyclic (ASTM D 5311)	\$ 1,323
Unconfined Compression	
Unconfined compression of undisturbed soil samples (ASTM D 2166-06)	\$ 127
Unconfined compression of cement-treated soils (ASTM D 1633-00)	\$ 86
Sample preparation (per hour)	\$ 68

Other tests charged at hourly rates. GeoDesign, Inc. reserves the right to subcontract any laboratory testing listed in our scope of work and to apply charges for subcontracted testing at the rates listed above.

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPG, P.S.

whose address is

2502 Jefferson Avenue Tacoma, WA 98402

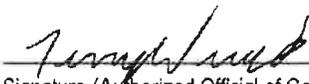
and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the City of Bonney Lake 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.

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5-4-16

Date

Agreement Number: 15087

Exhibit G-1(b) Certification of City of Bonney Lake

I hereby certify that I am the:

Certified Authority

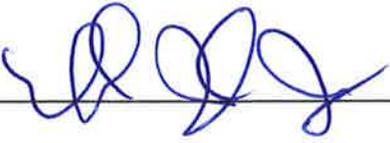
Other

of the City of Bonney Lake, and KPG, P.S.

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

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

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

Signature 

Date May 24, 2016

Agreement Number:

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

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

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5-4-16

Date

Agreement Number: 15087

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

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

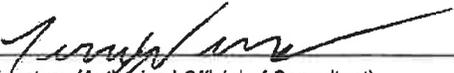
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

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

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

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

5-4-16

Date

Agreement Number: 15087

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Meyers Road Overlay * are accurate, complete, and current as of 5/3/16 **.

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

Firm: KPG, P.S.



Signature

Principal

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 15087

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ No Change

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ No Change

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ Not Applicable

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

Agreement Number: 15087

Exhibit I

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 Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: 15087

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: 15087

Exhibit J

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 Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

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

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

Agreement Number: 15087

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: 15087



The map is a computer-generated image and does not constitute a warranty of any kind. It is intended for informational purposes only. The City of Bonney Lake is not responsible for any errors or omissions. The City of Bonney Lake is not responsible for any damages or injuries resulting from the use of this map. The City of Bonney Lake is not responsible for any damages or injuries resulting from the use of this map.

Myers Road South Overlay Between SR410 and 81st Street

 Myers Road Overlay



April 25, 2014

City of Bonney Lake, Washington
City Council Agenda Bill (AB)

Department/Staff Contact: PW / John Woodcock	Meeting/Workshop Date: 24 May 2016	Agenda Bill Number: AB16-66
Agenda Item Type: Resolution	Ordinance/Resolution Number: 2530	Councilmember Sponsor: Dan Swatman

Agenda Subject: Authorize Myers Road South Overlay Project Design by KPG Engineering

Full Title/Motion: A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Myers Road South Overlay Project Design By Kpg Engineering.

Administrative Recommendation:

Background Summary: The City was awarded PSRC grant monies from the Surface Transportation Program (STP) contingency funds in March of 2016 totalling up to \$441,150 for the overlay of Myers Road from SR 410 to 81st Street E. The design (PE) portion of the effort will be \$60,809 of the total grant amount. The City's contribution will be 13.5% of the amount expended which will be \$8,209.21. Total estimated impact to the general fund when 2016 construction costs are included will be around \$59,555 (13.5% of \$441,150). A 2016 budget adjustment will be needed for design and construction.

Attachments: Contract, Resolution, Map

BUDGET INFORMATION				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$0	\$0	\$8,209.21	\$0	<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
Budget Explanation: Will need budget adjustment later in 2016				

COMMITTEE, BOARD & COMMISSION REVIEW				
Council Committee Review:	Community Development	<i>Approvals:</i>		Yes No
	Date: 17 May 2016	Chair/Councilmember	Donn Lewis	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Councilmember	Dan Swatman	<input checked="" type="checkbox"/> <input type="checkbox"/>
		Deputy Mayor	Randy McKibbin	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Forward to:		Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Commission/Board Review:				
Hearing Examiner Review:				

COUNCIL ACTION	
Workshop Date(s):	Public Hearing Date(s):
Meeting Date(s):	Tabled to Date:

APPROVALS		
Director: <i>Dan Grigsby, P.E.</i>	Mayor: <i>Neil Johnson Jr.</i>	Date Reviewed by City Attorney: (if applicable)