


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: April 27, 2021	PREPARED BY: Kathleen Neuman, Associate Engineer
Meeting Date Requested: May 4, 2021	PRESENTED BY: Craig Erdman, County Engineer 
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Resolution and execution of a Local Agency A&E Professional Services – Cost Plus Fixed Fee Rate Consultant Agreement for engineering bridge design work for CRP 629 – Muse Drive Bridge #211-0.85 Replacement with KPFF, Inc of Seattle, Washington	
FISCAL IMPACT: Consultant cost will be paid through the Federal Highway Administration's (FHWA) Bridge Replacement Project (BROS) grant. Grant funds will require a 20 percent match of approximately \$42,625 from Franklin County. The project is included in the 2021 Annual Construction Program & Major Equipment Purchase (Resolution 2020-290). The estimated total cost of this project is \$1,747,000.	
BACKGROUND: On April 28 th , 2020, the Board of County Commissioners initiated CRP 629 – Muse Drive Bridge #211-0.85 Replacement project which proposes to replace a 67 ft untreated timber bridge with a pre-stress concrete deck bulb-tee girder structure. Currently, the project is in the Preliminary Engineering (PE) phase Public Works determined the need for an engineering consulting service due to the nature of the work. The Consultant's proposed work will include but is not limited to geotechnical investigation, environmental assessment and documentation, identify and obtain permit(s) (if any), identify and obtain temporary construction permit(s), provide complete design services including completion of plans, specification, and cost estimate, coordinate with landowners, utilities, USBR, WSDOT, and FHWA, and have knowledge and experience with the requirements and procedures of FHWA federal grants. August 6 th and 13 th , the Public Works Department advertised for Request for Qualifications (RFQ) for consultants with expertise in bridge design work. The RFQ was published in the Seattle Daily Journal, Franklin County Graphic, and posted on both the Office of Minority & women's Business Enterprises (OMWBE) and the County's Public Works website. September 2 nd , Public Works received six (6) responses to their call for qualifications from J-U-B Engineers, Anderson Perry, KPFF, Coffman Engineers, ExelTech, and Trantech. The RFQs were evaluated and scored in accordance with the Consultant's responses. Virtual interviews were then conducted with four (4) firms. Based on the interviews and scores, KPFF, Inc. was selected as the firm to provide the above-mentioned services to the County. In accordance with RCW 39.80.050, Public Works entered into negotiations with KPFF to determine the cost for services at a maximum amount payable of \$170,500. Because WSDOT funding is being used on this project, Franklin County is required to use WSDOT's Local Agency A&E Professional Services – Cost Plus Fix Fee Rate Consultant Agreement. For professional service contracts that exceed \$10,000 and utilizes federal funds, the County is required to use the Local Agency A&E Professional Services Agreements provided by WSDOT. This resolution also authorizes the County Administrator to execute future supplements for this agreement on behalf of the Board.	
RECOMMENDATION: Approve attached Resolution and execute Consultant Agreement with KPFF, Inc.	
COORDINATION: This consent agenda item was discussed with Matt Mahoney, Public Works Director and Keith Johnson, County Administrator. This Agreement has been reviewed by the Civil Prosecuting Attorney.	
ATTACHMENTS: (Documents you are submitting to the Board) 1. Resolution 2. Local Agency A&E Professional Services – Cost Plus Fix Fee Rate Consultant Agreement (2 sets)	

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HANDLING / ROUTING: (Once document is fully executed it will be imported into Document Manager. Please list name(s) of parties that will need a pdf)

1. Copy of Resolution (Kathleen Neuman)
2. One (1) original Consultant Agreement

I certify the above information is accurate and complete.



Matt Mahoney, Public Works Director

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS
OF FRANKLIN COUNTY, WASHINGTON

***LOCAL AGENCY A&E PROFESSIONAL SERVICES COST PLUS FIXED FEE
CONSULTANT AGREEMENT FC-KPFF-21-01 BETWEEN FRANKLIN COUNTY
AND KPFF, INC FOR ENGINEERING SERVICES FOR CRP 629 – MUSE DRIVE
BRIDGE #211-0.85 REPLACEMENT AND AUTHORIZING THE CHAIRMAN TO
EXECUTE THE AGREEMENT AND AUTHORIZING THE COUNTY
ADMINISTRATOR TO EXECUTE FUTURE SUPPLEMENTS***

WHEREAS, Franklin County was awarded FHWA's Bridge Program (BROS) grant to replace Muse Drive Bridge #211-0.85; and

WHEREAS, the Board declared the project to be a public necessity and initiated a County Road Project (CRP) 629 – Muse Drive Bridge #211-0.85 Replacement; and

WHEREAS, the County's staff determined the need for a consultant to assist the staff with engineering and design services for this project due to the nature of the work; and

WHEREAS, pursuant to RCW 39.80 the County solicited qualifications from consultants to provide engineering design services for this project and after the selection process selected KPFF, Inc. of Seattle, Washington, as most qualified; and

WHEREAS, County staff has negotiated a scope of work and contract terms with KPFF, Inc. for a Local Agency A&E Professional Service - Cost Plus Fixed Fee Consultant Agreement, and negotiated a contract price that is fair and reasonable to the County; and

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into agreements on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

NOW, THEREFORE, BE IT RESOLVED that the attached Local Agency A&E Professional Services – Cost Plus Fixed Fee Rate Consultant Agreement FC-KPFF-21-01 for CRP 629 – Muse Drive Bridge #211-0.85 Replacement between Franklin County and KPFF, Inc. is hereby approved by the Board; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Franklin County Commissioners be, and hereby is, authorized to sign said agreement between KPFF, Inc. and Franklin County on behalf of Franklin County.

BE IT FURTHER RESOLVED, that the County Administrator be, and hereby is, authorized to sign all supplements for Agreement No. FC-KPFF-21-01 between KPFF, Inc. and Franklin County on behalf of Franklin County.

FRANKLIN COUNTY RESOLUTION NO. _____

APPROVED this _____ day of _____, 2021

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Chair Pro Tem

Member

Attest:

Clerk of the Board

Deputy Prosecuting Attorney, Franklin County

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: FC-KPFF-21-01

Firm/Organization Legal Name (do not use dba's): KPFF, INC	
Address 1601 Fifth Avenue Suite 1600, Seattle, WA 98101	Federal Aid Number BROS-01AH(001)
UBI Number 578-063-612	Federal TIN 91-0755897
Execution Date	Completion Date September 1, 2022
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 CRP 629 - MUSE DRIVE BRIDGE #211-0.85 REPLACEMENT	
Description of Work The purpose of this agreement is for the complete design of Franklin County's Muse Drive Bridge #211-0.85 project. In addition to the design for the removal and replacement of the bridge, tasks will include prepare and submit plans, specifications and engineer's estimate of construction cost; provide/coordinate environmental documentation, permitting effort; and preliminary right-of-way acquisition, if required.	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation	Total Amount Authorized: \$155,000 Management Reserve Fund: \$15,500 Maximum Amount Payable: \$170,500

Index of Exhibits

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

Agreement Number: FC-KPFF-21-01

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Franklin County 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.

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

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

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

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

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

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

If to AGENCY:

Name: Craig Erdman, PE
Agency: Franklin County
Address: 3416 Stearman Ave.
City: Pasco State: WA Zip: 99301
Email: cerdman@co.franklin.wa.us
Phone: 509-545-3514
Facsimile: 509-545-2133

If to CONSULTANT:

Name: Anne M. Streufert, PE, SE
Agency: KPFF, Inc
Address: 1601 Fifth Ave., Suite 1600
City: Seattle State: WA Zip: 98101
Email: Anne.Streufert@KPFF.com
Phone: 206-622-5822
Facsimile: 206-622-8130

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT 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, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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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.

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: Risk Manager - Jennifer Johnson
Agency: Franklin County
Address: 1016 North Fourth Avenue
City: Pasco State: WA Zip: 99301
Email: jjohnson@co.franklin.wa.us
Phone: 509-545-3543
Facsimile: 509-545-2135

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 amount 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.

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.

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 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.

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

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



Signature ANNE M.F. STREUFERT
ASSOCIATE, KPFF

APRIL 21, 2021

Date

Signature

Date

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

Exhibit A Scope of Work

Federal Aid No. BROS-01AH(001)

The Consultant may be considered for subsequent phases for additional work. The Consultants' engagement to complete subsequent phases depends upon the Consultant's satisfactory performance on phase 1 and upon negotiation of a supplement to this agreement.

See attached Exhibit "A-1" - Scope of Work - CRP 629 - Muse Drive #211-0.85 Bridge Replacement

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- If environmental documents, permits and right-of way approvals are obtained by early September 2021, bidding and construction of at least one of the new bridges (Muse or Ironwood) could occur during the fall 2021/winter 2022.
- Construction to occur between October and March (2021-2022 or 2022-2023).

The total project duration from NTP through bid opening is anticipated to be 8 months.

PROJECT TEAM

The project team includes:

Owner	Franklin County
Prime Consultant	KPFF Consulting Engineers (KPFF)
Structural Engineering	KPFF Consulting Engineers (KPFF)
Civil Engineering	KPFF Consulting Engineers (KPFF)
Hydrology & Hydraulics	GeoEngineers, Inc. (GeoEngineers)
Geotechnical Engineering	GeoEngineers, Inc. (GeoEngineers)
Right-of-Way	DCI Engineers (DCI)
Environmental Permitting Services	Anderson Environmental Consulting LLC (AEC)
Cultural Resources/Archaeologist	Anderson Environmental Consulting LLC (AEC)

SCOPE OF WORK

TASK NO. 1.0 – PROJECT MANAGEMENT

KPFF will provide project management services, as specifically noted below. These services are expected to include the following tasks:

1.10 – Preparation of Contract Documents, Invoices, and Progress Reports

A monthly invoice and progress report will be prepared and submitted to the County. The progress report will describe the work represented by the invoice being submitted and include percentage of completion and billings to date. KPFF will compile the invoices and progress reports for the entire Consultant team into a single document to be submitted to the County. Prior to first billing, the County will review and approve invoicing format and content.

1.20 – Coordination with Sub-consultants

KPFF will create new sub-consultant contracts for GeoEngineers, DCI Engineers, PSE and Anderson Environmental Consulting LLC. KPFF will be the main point of contact for the multidiscipline team.

KPFF will distribute create weekly or biweekly Project Updates via email, to keep the design team updated on on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc. The County will be copied (cc:) on the update emails.

1.30 – Coordination with Franklin County and WSDOT LP Staff

KPFF will coordinate with the County to discuss project issues, schedule, progress, review comment resolution and general coordination of effort, as needed. This task also includes coordination with County surveyors.

KPFF will coordinate, as needed, with the Washington State Department of Transportation (WSDOT) Local Programs (LP) Staff to ensure that all design and documentation is being prepared in conformance with the project requirements.

Assumptions

- The design and permitting and therefore a majority of necessary coordination will occur concurrently for both the Muse Drive Bridge (211-0.85) and the Ironwood Road Bridge (636-4.87) projects.

1.40 - Estimated Project Schedule

A project schedule will be created in Microsoft Project identifying submittal dates, Franklin County review periods, and critical path decisions for the design phase of the project. The schedule will also include the primary tasks, durations and critical path tasks through the duration of project construction. The initial schedule covering the design phase of work will be prepared and submitted within 20 business days of NTP. The construction phase of work will be added at the 90% design submittal. Updates will be submitted during each PS&E submittal.

1.50 – Team Project Meetings

The project team will meet internally and with the County to discuss project-related issues/topics. The County will be invited to the consultant team meetings. KPFF will provide an agenda. Four (4) team meetings are anticipated (hours for KPFF PM are included in this task and hours for technical disciplines are included under their specific tasks below).

1. Kick Off Meeting – Virtual/Remote Meeting (PM (KPFF), Bridge (KPFF), Civil (KPFF), Geotech (GeoEngineers), Hydraulics (GeoEngineers), Property Acquisition (DCI), Environmental (AEC))
2. Preliminary (30%) Design Review and Environmental/Property Coordination – Virtual/Remote Meeting (PM, Bridge, Civil, Property Acquisition, Environmental)
3. Submittal Review Meeting (60% progress print) – Virtual/Remote Meeting (PM)
4. Submittal Review Meeting (90%) – At County Office (PM, Bridge, Civil)

Assumptions

- The design and therefore all four (4) of the team meetings will be held concurrently for both the Muse Drive Bridge (211-0.85) and the Ironwood Road Bridge (636-4.87) projects.

1.60 - Meetings With Project Stakeholders

The project team will meet with County staff and/or project stakeholders to discuss project issues, schedule, progress and general coordination of effort.

A total of three (3) meetings are anticipated to complete this scope of work:

- Public Meeting (1) – Franklin County (PM, Environmental)
- Utility Coordination Meetings (1) – Virtual/Remote Meeting (PM, Civil)
- NEPA Coordination Meeting (1) – Project Site (PM, Environmental)

Assumptions

- The design and permitting and therefore all three (3) of the project stakeholder meetings will be held concurrently for both the Muse Drive Bridge (211-0.85) and the Ironwood Road Bridge (636-4.87) projects.
- Anticipated Project Stakeholders include Local Residents, the South Columbia Basin Irrigation District (SCBID).
- The County will lead the coordination efforts with the project stakeholders.
- County will provide 90% and 90% submittals to SCBID and coordinate/incorporate their comments to be addressed at Task 1.50 design review meetings. No additional meetings with SCBID are included in this scope of work.
- Agency meetings related to environmental permitting is covered under Environmental Permitting, SEPA and Critical Area Report.

1.70 – PS&E Submittal and Contract Package Compilation

KPFF will prepare contract/bid documents for this project, based on the results of the design. Costs associated with the preparation of plans, specifications, and engineer's estimated construction cost for the difference technical aspects of the project are included in the tasks below. Tasks included in this task include combining and compiling the deliverables for the entire multi-discipline team.

Specifications/Contract Bid Package:

Project specifications will be prepared to supplement the current Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. KPFF will provide all special provisions required for the elements of the project.

The County will provide:

- Contract Forms
- Bid Procedures and Conditions
- Division 1 - General Requirements, including applicable and approved special provisions
- Lead the efforts in compiling the contract documents.

The Consultant team will provide the following:

- Specifications:
 - General Special Provisions (GSPs), APWA Special Provisions and Project-Specific Special Provisions for Divisions 2-9
 - All technical special provisions required for any non-standard bid items
 - Bid Proposal
 - Applicable WSDOT/County Standard Plans
 - Technical Appendices
- Plans
- Estimated Construction Cost in Unit Bid Format

Assumptions

- This scope/fee assumes that the Ironwood Road (636-4.87) and the Muse Drive (211-0.85) bridges will be bid in separate construction contracts.
- KPFF will coordinate with the County to develop a project titleblock for all plan sheets.

1.80 - Project and Document QA/QC

KPFF will provide a project-wide multi-disciplinary QA/QC review for the project technical design and for preparation of the documents/deliverables submitted to the County and/or agencies. This review will include, but not be limited to, technical, constructability, contractibility and risk aspects of the project.

1.90 – Technical Bidding Support

KPFF PM will be available to support the County in responding to technical questions and preparation of addenda, if necessary, during bidding.

Assumptions

- This scope/fee assumes that the bridges will be bid in separate construction contracts.

Project Management Deliverables

- Monthly Invoices, including a progress report outlining completed and upcoming tasks, scope progress and actual versus anticipated submittal dates. Copies of subconsultant contract agreements and invoices can be provided, if requested.
- Bi-Weekly Project Updates via email (on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc).
- Meeting Agendas and Notes.
- Project Schedule and updates, covering design and construction.

TASK NO. 2.0 – HYDRAULIC AND HYDROLOGIC ENGINEERING

No hydraulic or hydrologic engineering services are included in this scope of work. If necessary, GeoEngineers hydraulic engineers are available to provide hydraulic and hydrologic engineering services for additional fee. :

Assumptions

- Hydrologic (one-percent annual chance or 100-year discharge) calculations are not necessary. The bridge soffit will be located vertically based on the high water operating elevations provided by the South Columbia Irrigation District (SCBID).
- Hydraulic modeling/calculations are not necessary. Hydraulic velocity and water surface elevation at the bridge crossing will be provided by SCBID.
- No evaluation of the materials in the existing channel banks/bottom will be conducted. Backfill material sizes in locations of existing foundations will be addressed in Section 3.4 (geotech).
- Hydrologic and hydraulic documents, including Hydraulics Report, are not necessary to permit and construct the bring in compliance with United States Bureau of Reclamation, Federal Highway Administration and Franklin County requirements for water crossing structures.
- The minimum freeboard for the proposed crossing structure will be three feet from the high-water operational elevation provided by SCBID based on United States Bureau of Reclamation guidelines. The bridge soffit will be located vertically based on the high water operating elevations provided by the South Columbia Irrigation District (SCBID).

TASK NO. 3.0 – GEOTECHNICAL ENGINEERING

GeoEngineers will provide geotechnical engineering services. These services are expected to include the following tasks:

3.10 Meetings

- Attend one kick-off meeting with the owner and team members. For estimating purposes, we assume the meeting will be virtual, two (2) hours in duration and attended by two (2) representatives of the geotechnical group.

3.20 – Field Work

- Make a site visit to mark boring locations and notify the One-Call utility notification system.
- Coordinate with County staff for County provided temporary traffic control services during drilling. Traffic control is anticipated to include signs, cones and flaggers to accommodate single lane closures.
- Explore subsurface conditions by drilling two (2) borings, one near each end of the each existing bridge (4 borings total). Each boring will be advanced to a depth of about 50 feet below ground surface, or refusal, whichever occurs first. Soil samples will be collected at approximate 2.5- to 5-foot depth intervals using split barrel samplers. Relatively undisturbed samples could be collected using Shelby tubes, if soft fine-grained soil is encountered.
- Collect surface samples of canal bank and bed materials at each bridge location.
- Mark (with flags or stakes) the approximate high water mark at each bridge location.

3.30 – Laboratory Testing

- Conduct laboratory testing to assess selected physical and engineering characteristics of the soil encountered relative to the proposed construction. The laboratory testing program is envisioned to include, but not be limited to: moisture content determinations; soil gradation analyses; Atterberg limits determinations; pH, resistivity and sulfate corrosion testing. One-dimensional consolidation tests will be evaluated for testing if soft soils are encountered.

3.40 – Engineering Analysis

- Provide applicable design and construction recommendations in LRFD format consistent with the current WSDOT Geotechnical Design Manual and AASHTO Bridge Design Manual, including:
 - Recommendations for site preparation, fill placement criteria, evaluation of the suitability of on-site soil for use as structural fill, and subgrade preparation criteria. An evaluation of the potential for abutment fill settlement also will be included, along with recommendations for mitigating such settlement, as appropriate.
 - Recommendations for design of abutment walls including lateral earth pressures.
 - Recommendations for design and construction of conventional, shallow spread foundations including allowable soil bearing pressures (if appropriate), minimum width and depth requirements, friction coefficient and passive earth pressure values, and estimates of foundation settlement. Graphs showing Nominal Bearing Resistance versus Effective Footing

Width and Bearing Resistance versus Effective Footing Width at 1 inch settlement will be provided.

- Recommendations for design of driven piles including: downward, uplift and lateral capacity as a function of pile tip penetration and supporting soil characteristics; criteria for pile installation and L-Pile parameters for evaluation of lateral pile deformations. A graph showing Downward and Upward Nominal Resistance versus tip elevation and single pile settlement potential also will be provided.
- Geotechnical seismic design information, specifically code-based seismic site classification, and an evaluation of potential seismic hazards such as liquefaction.
- Size materials for backfill to be placed in the wetted perimeter (locations where existing foundations will be removed).
- Grain size correlation for infiltration analysis, using assumptions in the WSDOT Highway Runoff Manual.

3.50 – Report Preparation

- Prepare and submit a draft report for review.
- Review one round of comments and submit final report.

3.60 – Design and Bidding Support

- Provide review and comments on the 60 percent progress plans.
- Provide responses for up to two questions during bidding of the two project packages.

Assumptions

- Field work for both Muse and Ironwood bridges will occur under a single mobilization.
- Suitable bearing conditions for driven piles will be encountered within depths of 50 feet below ground surface.
- Borings will be drilled within existing County Right of Way (ROW).
- Single lane closures will be allowed during drilling.
- Franklin County will provide traffic control, as needed, for drilling of borings.
- Drilling will not occur during inclement weather that could increase safety risks to GeoEngineers field crew and the traveling public.
- Canal slopes and bottom can be safely accessed by field personnel at the time field work is completed.
- The project surveyor (County) will survey boring locations and high water mark and include in the project base map.
- Design recommendations will be provided in LRFD format.
- Seismic analysis will be completed using code based parameters. A site-specific seismic hazards analyses will not be required.
- A single report will be provided that covers both Muse and Ironwood bridges.

Deliverables

- One draft and final geotechnical report.

TASK NO. 4.0 – CIVIL ENGINEERING

KPFF will provide civil engineering design and contract documents to support improvements to roadway approaches, driveways, stormwater management and guardrail. Roadway design will conform to AASHTO, WSDOT and/or Franklin County Design Standards, as applicable.

4.10 – Design

Roadway Approaches. KPFF will develop horizontal and vertical alignments and roadway sections for Muse Road. Vertical alignment (profile grade) revisions may be required to accommodate new bridge and clearance requirements over the canal. The approach roadway work will be limited to the minimum roadway length required to match into the new bridge.

Intersection Geometrics. Roadway widening and vertical profile grade adjustments are anticipated to impact the intersection of Muse Road and Krug Road. KPFF will design improvements to this intersection as required.

Driveway Approaches. KPFF will design up to four (4) driveway approaches to provide access to Muse Road improved bridge approaches. Driveway approaches are assumed to be constructed of CSBC. Driveway approach profiles will be developed to ensure adequate landing and entering sight distance are achieved. Approaches will be limited to the minimum length required to match the improve Muse Road bridge approaches.

Guardrail. KPFF will coordinate with Franklin County to develop guardrail designs. Intent of the guardrail designs will be to provide AASHTO Manual for Assessing Safety Hardware (MASH) compliant systems. It is anticipated that MASH compliant systems may be infeasible at some locations due to physical constraints. It is our understanding that the County will not require formal deviations for non-compliant railing, and no effort is included for documentation.

Stormwater Management. KPFF will design stormwater management improvements consistent with requirements in the Dept. of Ecology's Stormwater Management Manual for Eastern Washington. It is anticipated that the 5,000 SF of new PGIS will not be exceeded, and therefore no stormwater quality facilities will be required. It is assumed that stormwater design will consist of dissipation / infiltration (catch basins and a drywell).

Utilities. KPFF will support Franklin County in coordination with local power, communications, and natural gas utility providers to determine:

- Improvements required as part of project
- Disconnect/disruption or relocation required to accommodate construction

If County-provided improvements are required to support utilities infrastructure, it is assumed that designs will be provided by utility purveyor for inclusion in the bid package and no KPFF design is required.

Assumptions

- Pavement sections (surfacing specifications and depths) will be provided by Franklin County and no KPFF design is required.
- No design deviations are anticipated or included.

- Temporary traffic control (including intersection and detour design will be developed by Franklin County.
- Utility design will be accomplished by the utility purveyor(s) and provided for inclusion in the construction package or improvements will be designed and constructed by the utility independent of this scope.

4.20 – Plans

KPFF will develop plans and provide for review and bidding in accordance with the following:

Plan Sheet	30%	90%	Bid	Notes
Site Prep and TESC Plan	✓	✓	✓	Incl. Demo, TESC Plan, Notes, Details
C-1: Roadway Plan & Profile	✓	✓	✓	Incl. Stormwater, Grading
C-2: Roadway Typical Sections & Details	✓ ¹	✓	✓	
C-3: Guardrail Plan & Details		✓	✓	Incl. Signage & Markings
C-4: Intersection Plan & Details		✓	✓	Muse/Krug, Incl. Signage & Markings
C-5: Driveway Plans & Details		✓	✓	One Profile Sheet

¹Note: Details are not typically included prior to the 90% submittal.

Assumptions

- A progress print plan set will be provided to the County at approximately 60% design. No formal submittal/review process is included for this deliverable.
- Power/communications/gas utilities design by others.
- Detour and Temporary Traffic Control Plans by the County.
- No channel reconstruction required.

4.30 – Specifications

KPFF will develop and/or incorporate civil-related GSPs, APWA Special Provisions, and Special Provisions to Supplement the current WSDOT Standard Specifications and support the civil engineering project elements as required.

Civil-related technical provisions will be developed for the 90% and Bid submittals.

4.40 – Cost Estimate

KPFF will develop quantities for required civil engineering items and perform a Unit Price Analysis, utilizing recent local bid history data and current available data to develop estimated quantities and costs. Cost estimates will be developed for the 30% submittal, and updated for the 90% and Bid submittals.

4.50 – Stormwater Report

KPFF will document stormwater analyses and calculations and furnish a DRAFT and Final Stormwater Report in accordance with deliverables shown below. Stormwater Report shall be in accordance with the Dept. of Ecology's Stormwater Management Manual for Eastern Washington. It is anticipated that the 5,000 SF of new PGIS will not be exceeded,

and therefore no stormwater quality facilities will be required. It is assumed that stormwater design will consist of dissipation / infiltration (catch basins and a drywell).

4.60 – Construction General Stormwater Permit (CGSWP) Support

KPFF will assist the County with technical information in preparing the Notice of Intent (NOI) to support the CGSWP. The County will complete the NOI, coordinate with Dept. of Ecology, and submit for advertisement in local media.

Assumptions

- SWPPP will be developed by the County or the Contractor based on TESC measures provided by KPFF included in other tasks herein.

4.70 – Bid Period Support

Upon request from the County, KPFF will provide bid period support to include:

- Responding to civil-related bidder questions (up to two questions assumed)
- Preparing civil-related technical documentation to support County-developed Addenda (assume one Addendum)

Assumptions

- No Pre-Bid Meeting is required
- No bid reviews and recommendations are required

TASK NO. 5.0 – STRUCTURAL ENGINEERING

KPFF will provide structural engineering services for this project. These services are expected to include the following tasks:

- Structural design and PS&E document preparation will be in accordance with the WSDOT Bridge Design Manual 2020, the AASHTO LRFD Bridge Design Specifications, 9th Edition and the Washington State Standard Specifications, and General Special Provisions, current edition. WSDOT design standards shall control over AASHTO. If deviations are proposed, they will be discussed, along with pros and cons, prior to incorporation into the design.
- Design Live Load will be HL-93.
- All work will comply with Franklin County, WSDOT and AASHTO guidelines.

Assumptions

- The proposed bridge will be a simple-span consisting of prestressed precast concrete girders and concrete barriers founded on spread footings or driven piles.

5.10 – Bridge PS&E Design and Document Preparation

KPFF will provide structural engineering for the bridge design, including the superstructure and foundations.

KPFF will prepare the contract/bid documents for this project, based on the results of the design. Plans, specifications, and an engineer's cost estimate will be prepared. The hours

under this task include preparation of documents for the structural/bridge components of the project.

Design Criteria:

KPFF will provide a summary of the design criteria used for the design of the new bridge.

Anticipated Structural Plan Sheets (Sheet Count: 17):

- Cover Sheet (incl. Vicinity Map, Sheet Index and Summary of Quantities)
- Abbreviations, Legend & General Notes
- Bridge Plan, Elevation and Typical Section
- Proposed Construction Sequencing (if necessary)
- Foundation Layout
- Abutment Plan & Elevation (1 sheet)
- Abutment Details
- Wing Wall Sections and Details
- Girder Framing Plan
- Girder Details (3 Sheets)
- Bearings
- Intermediate/End Diaphragms
- Traffic Barrier Details (2 Sheets)
- Miscellaneous Details

Specifications/Contract Bid Package:

Project specifications will be prepared to supplement the current WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. KPFF will provide all specifications required for the structural elements of the project.

Engineer's Estimate of Construction Costs

KPFF will compile quantities and unit costs for bid items that correspond to the project specifications and plan set. These quantities and costs will be updated for the 30%, 90% and 100% PS&E submittals. They will include backup documentation for each item quantity and the associated cost. Unit costs will be based upon historic unit prices, items as defined within WSDOT and KPFF bid histories and based on conversations with local Contractors, if necessary.

5.30 – Site Visits/Meetings

This scope assumes a total of one site visit to verify site conditions and attendance at meetings, identified in Task 1.50 (above).

5.40 – Load Rating

A load rating analysis will be completed and a report prepared in accordance with Chapter 13 of the WSDOT BDM and the AASHTO MBE. The report will be prepared following construction.

5.50 – Bid Support

KPFF engineers will be available to provide support, as necessary, during project advertising. This fee estimate assumes that KPFF will answer three questions during bidding, and assist with issuing addendums that affect one (1) structural sheet.

TASK NO. 6.0 – RIGHT-OF-WAY (IF NEEDED)

All attempts will be made to keep the project within existing County Right-of-Way. However, temporary construction easements (TCEs) could possibly be required to tie into canal operations roads. If acquisition of TCEs is necessary, DCI Engineers (DCI) will provide property acquisition services to KPFF for impacted parcels for the project. Acquisition and services will be provided in accordance with the WSDOT LAG manual, 49 CFR and all local and state rules and regulations. Services will include:

- ROW funding estimate for acquisition costs
- Valuation of impacted parcels
- Coordination with Franklin Co./Adams Co. to set Just Compensation
- Acquisition of needed parcels
- Preparation of all conveyance documents
- Coordination of Certification
- Diary Documentation of Process
- Escrow Facilitation

Assumptions

- Recording and escrow fees are not included in pricing above
- Any changes to the acquisition areas that require additional appraisal valuations, acquisition may require additional scope and fees.
- All activities to adhere to local, state, and Federal requirements.
- KPFF to provide title reports (preliminary commitments)
- KPFF and/ or agency to provide legal descriptions
- Agency has approved RW procedures
- Valuations are assumed to be AOS per RW procedures

Deliverables

- Project funding estimates
- Valuation of impacted parcels (appraiser on WSDOT approved list)
- Acquisition of necessary parcels for the project
- All necessary conveyance documents to transfer ownership to agency
- Weekly status report of all acquisition activities
- Attendance at project team meetings
- Final parcels files to be delivered to agency, electronically and hard copy

TASK NO. 7.0 – ENVIRONMENTAL PERMITTING SERVICES

Anderson Environmental Consulting LLC (AEC) will provide the following tasks:

- Project Management, Meetings and Coordination
- NEPA Categorical Exclusion (CE) Form
- Environmental Permitting

7.10 - Project Management, Meetings and Coordination

AEC will perform internal project management tasks as required to complete the project.

Anticipated tasks include:

- Contracting, Invoicing and Progress Reports.
- Team Meetings
- Stakeholder Meetings

- PS&E Review

7.20 – NEPA Documentation

The project is funded by Federal Highway Administration (FHWA) and will be administered by Washington State Department of Transportation (WSDOT) Local Programs (LP). This will require project compliance with NEPA, the Endangered Species Act (ESA), Section 106 of the National Historic Preservation Act (NHPA), Section 4(f) and other applicable federal laws and regulations. It is also anticipated that coordination with the US Bureau of Reclamation (BOR) will be required, but that BOR will not require review of the NEPA documentation or supplemental information. The environmental tasks will require the following:

1. **Site Visit.** One AEC staff will conduct up to one (1) site visit to collect data, conduct a windshield survey, collect photos and inventory resources for the CE form and the APE Package.
2. **Area of Potential Effect (APE) and Project Review Package.** Prepare the APE package per the LAG manual that will be used to determine the scope of the Section 106 Evaluation and Tribal Consultation. Per the LAG Manual, this will include a project description, APE map, project location, photos of the APE and any geotechnical boring locations if applicable. The information will be used for consultation with tribes and DAHP and to help determine the scope of the cultural survey. This will require preparing a vicinity map and an APE Map. A cultural resource survey is not covered by this task. The APE Package will be reviewed internally by the design team, WSDOT Local Programs and Highways and Local Program (HQ).
3. **Categorical Exclusion.** Work with design team to understand the project activities and impacts including stormwater, construction staging and design details. This information will be incorporated into the CE Package and will require the following.
 - **CE Form.** AEC will prepare the CE form per the WSDOT LAG Manual Requirements. Review available agency databases, documents, maps and studies for information regarding floodplains, hazardous materials, air quality, water quality, socioeconomic impacts, environmental justice demographics, threatened and endangered species, vegetation, fish and wildlife, noise, and other resources and potential impacts. AEC will review the State Transportation Implementation Plan to ensure project description consistency. AEC will attach the appropriate supporting documentation per the LAG manual.
 - **Reviews and Revisions.** AEC will compile the CE Package to be submitted to the client for review and then submitted to the County for approval and signature. It will then be forwarded for additional reviews and approvals to WSDOT Local Programs, WSDOT Highways and Local Programs and FHWA depending upon the impacts. It is anticipated there will be no more than 3 revisions of the NEPA CE package prior to approval.

Assumptions:

- There is Federal funding (FHWA) and FHWA & WSDOT NEPA requirements are applicable. The project oversight will be through WSDOT Eastern Region Local Programs. BOR will not require review authority or additional information for NEPA compliance.

- Preliminary plans, project description, and impact calculations will be provided by KPFF.
- The project will not require SEPA, Biological Assessments, Section 4(f) evaluation, wetland delineation, mitigation plan, noise analysis, 404 permit, 401 permit/water quality certification, NPDES NOI, Critical Areas permit/documentation, shoreline exemption documentation, Hazmat Memo, Environmental Justice Memo, or other reports or documents not specifically described in this scope. The project will either be exempt as maintenance, non-jurisdictional resources or otherwise exempt so that no environmental permits are needed.
- The geotechnical investigation will be covered by the Programmatic Section 106 Agreement, but a cultural resource survey will be required and is covered under Task 8.
- No sites will be eligible for or listed on the National Register of Historic Places (NRHP) that would be adversely affected. The project is in a historic district and adjacent to historic properties; however, there will be no adverse effects to these resources and a full Section 4(f) evaluation is not required for these resources.
- The general project study area will be approximately 50 feet from edge of the pavement along both sides of the roadway.
- Based on preliminary information the level of documentation is expected to be a documented Categorical Exclusion (CE); however, it will ultimately be based on the significance of impacts and the decision of the federal lead agency.
- If other environmental studies are required, they will be covered under a supplemental agreement.

Deliverables:

1. 2 draft and 1 final APE package (electronic)
2. 2 draft and 1 final CE form with supplemental information (electronic)

TASK NO. 8.0 – CULTURAL RESOURCE SURVEY REPORT

AEC will prepare a Cultural Resource Survey Report that will meet the requirements of the Department of Archaeology and Historic Preservation (DAHP). This task will involve the following:

1. **Background Research.** AEC will conduct background research including reviewing the FHWA Bridge Programmatic, the DAHP Wisaard Database and archival records including historic photographs, maps, original plans of the bridge (if any), and bridge records. Repositories may include the Spokane Public Library's Northwest Room and historical museums.
2. **Fieldwork.** Includes photographing all elevations and obliques of each resource and taking detailed field notes. One day of field work will be required to conduct archaeological shovel testing and record the bridge and the canal.
3. **Prepare Report.** Prepare cultural resource survey report. It is anticipated two (2) Historic Property Inventory (HPI) forms will be required that includes an architectural description, a brief historic context, and addresses the subject property's eligibility, including an assessment of its integrity as defined in NRHP Bulletin #15; How to Apply the National Register Criteria for Eligibility. Supplementary documents will include a project location map with the sites available historic records ; photographs; and GIS shapefiles for each resource and survey area.
4. **Site Recordation.** Based on the Wisaard database, two previously recorded sites are less than ¼ mile from the bridge. Up to 4 shovel probes will be excavated within the

APE and two sites will be recorded; bridge and canal. No archeological sites will require recordation. However, if previously undocumented sites are discovered during survey and need to be recorded or additional testing is necessary for evaluating a site for the NRHP, this will be covered under a supplemental agreement. The HPI forms will be uploaded electronically into the DAHP Wisaard database. AEC will prepare an Inadvertent Discovery Plan using the WSDOT Template.

5. **Reviews and Revisions:** AEC will address comments from the Design Team, WSDOT and DAHP. There will be up to 2 drafts and 1 final Cultural Resource Survey Report.

Assumptions

- The bridge will not be determined eligible for the NRHP.
- There will be no historic properties affected and a Memorandum of Agreement, determination of adverse effect will not be required
- No Section 4(f) resources could result in a Section 4(f) use or de minimis impact.
- There will be no cultural clearance needed for geotechnical investigations.

Deliverables

1. 2 drafts and 1 final Cultural Resource Survey Report with supplemental documents (Electronic)

PS&E DELIVERABLES

30 Percent Design Submittal:

- Draft Design Criteria Memo
- Draft Geotechnical Report
- Draft Hydraulic Report
- Preliminary level plan set (11x17 PDF)
- Estimated Quantities and Associated Costs (PDF)

60 Percent Plans Progress Print:

- 60% Plans Progress Print (11x17 PDF)
- Draft Stormwater Report
- Draft Estimated Construction Schedule (PDF)

90 Percent PS&E Submittal (For WSDOT H&LP Contract Review):

- Final Design Criteria Memo
- Final Stormwater Report
- Final Geotechnical Report
- Final Hydraulic Report
- 90% level plan set (11x17 PDF)
- Draft Specifications (PDF)
- Updated Estimated Quantities and Associated Costs (PDF)
- Updated Estimated Construction Schedule (PDF)
- Response to County 30% submittal and 60% progress print comments (PDF and/or Excel)

100 Percent/Final PS&E Submittal:

- 100%/Final plan set (2 sets – 11x17; 2 sets – 22x34; PDF, .dwg)
- Final Specifications (Word and PDF)
- Finalized Estimated Quantities and Associated Costs (Excel and PDF)
- Final Estimated Construction Schedule (PDF)
- Response to County 90% PSE Comments (PDF and/or Excel)
- Stamped Structural Design Calculations.

PROJECT ASSUMPTIONS:

Franklin County will perform the following tasks:

- Provide Project Topographic and Right-of-Way Survey (Civil 3D 2019)
- Provide Traffic Control for geotechnical drilling.
- Coordinate construction access with property owners.
- Obtain permission to access private property adjacent to Muse Drive and Ironwood Road, as necessary for geotechnical, cultural resources, wetland delineation verification and other design field work.
- Provide right-of-way plans, exhibits, legal descriptions and acquire any additional right-of-way, as needed.
- Act as primary contact/Coordinator for the design of improvements with WSDOT, utility owners, property owners, and other stakeholders, except as specifically outlined in this scope of work.
- Take the lead in Obtaining Article 9 Crossing Agreement with the Bureau of Reclamation (BOR). Required Exhibits provided by the Consultant team will include PS&E Deliverable (listed above)
- Coordinate all comments and input from other departments within the County
- Advertise the project for selection of a Contractor.

Assumptions:

- Design and PS&E and environmental document preparation and reviews will be completed concurrently for both The Muse Drive (211-0.85) and the Ironwood Road (636-4.87) projects.
- The bridges may be constructed as part of a single contract package, but for the purposes of this scope/fee, separate bid packages are assumed.
- Both projects will consist of full closure of the roadways during bridge construction (i.e. no phased construction)
- No hazardous, dangerous, or contaminated soil/groundwater will be encountered on or within the project limits. Should any of these materials be encountered, addressing the situation will be extra work. Disposal of the existing creosote timbers is excluded from this statement.
- This design scope/fee does not include construction management or technical construction support services. At the County's discretion, this contract may be amended to include construction support services.
- No work shall be performed until notice-to-proceed is issued by Franklin County.

Exhibit B
DBE Participation

There are no DBE requirements

Exhibit C

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 Civil 3D format and/or ASCII files

B. Roadway Design Files

AutoCAD Civil 3D format

C. Computer Aided Drafting Files

AutoCAD or AutoCAD Civil 3D format

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

The AGENCY has the right to review products with the CONSULTANT or SUB-CONSULTANT upon request.

The AGENCY may choose to review the product at any time in consultation with the CONSULTANT, but standard review periods (e.g. at 30% design) are established elsewhere in the scope.

The AGENCY retains ownership of all electronic files created.

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

CONSULTANT will provide the AGENCY all AutoCAD Civil3D data and drawing files as requested.

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

AGENCY will provide survey data, including topography, contours, and existing ground surface model, along with copies of all available historical data on the Muse Drive Bridge. AGENCY will be providing all survey related tasks for this project.

AGENCY will provide:

ADT Reports, Accident Reports
SCBID Irrigation Maps (pdf)
Existing Bridge Plans
Traffic Control for Geotechnical work

II. Any Other Electronic Files to Be Provided

All mutually agreed upon between CONSULTANT and AGENCY

III. Methods to Electronically Exchange Data

Data will be transferred via email, FTP site, temporary hard drive, secure cloud services, or other appropriate electronic transfer method.

A. Agency Software Suite

Microsoft Office

AutoCAD

AutoCAD Civil 3D

Trimble Business Center

B. Electronic Messaging System

Email (MS Outlook)

C. File Transfers Format

Files can be copied to disc, thumb drives, flash drives, FTP sites and secure cloud services.

Exhibit D
Prime Consultant Cost Computations

See Attached D-1 Consultant Fee Summary

Agreement Number: FC-KPFF-21-01

Exhibit D-1

KPFF Consulting Engineers

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

MUSE DRIVE BRIDGE (211-0.85) REPLACEMENT

Classification	Total Hours	X	Rate	=	Cost
Principal	9.00	X	\$ 64.91	=	\$ 584.19
Project Manager	81.00	X	\$ 69.81	=	\$ 5,654.61
Technical Lead	20.00	X	\$ 77.75	=	\$ 1,555.00
Senior Engineer II	70.00	X	\$ 52.89	=	\$ 3,702.34
Senior Engineer I	0.00	X	\$ 49.62	=	\$ -
Design Engineer III	129.00		\$ 45.00		\$ 5,805.00
Design Engineer II	174.00	X	\$ 40.39	=	\$ 7,027.86
Design Engineer I	23.00	X	\$ 38.66	=	\$ 889.18
Sr. CADD Technician	14.00	X	\$ 51.93	=	\$ 727.02
CADD Technician II	218.00	X	\$ 41.08	=	\$ 8,955.44
CADD Technician I	56.00		\$ 35.00		\$ 1,960.00
Project Coordinator	16.00	X	\$ 32.31	=	\$ 516.96
Intern	0.00	X	\$ 25.00	=	\$ -
Admin	0.00	X	\$ 25.96	=	\$ -
		X		=	\$ -
		X		=	\$ -
		X		=	\$ -
		X		=	\$ -
		X		=	\$ -
Total Direct Labor					\$ 37,377.60

Overhead (OH) Cost

OH Rate x DSC of	140.71%	X	\$37,377.60	=	\$ 52,594.03
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Fixed Fee (FF)

FF Rate x DSC of	30.00%	X	\$37,377.60	=	\$ 11,213.28
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Direct Labor Subtotal \$ 101,184.91

Reimbursable Items

Mileage	(3,230 Miles x \$0.56/mile)	\$ 873.60
Airfare	(Allowance)	\$ -
Per Diem	(Hotel + Meals @ \$#.## x # trips)	\$ -
Subcontract	(Sub Name & Task)	\$ -
Printing/Shipping	(Allowance)	\$ 200.00
Subtotal		\$ 1,073.60

Subconsultant Costs (See Exhibit E)

\$51,861.91

GRAND TOTAL: \$154,120.43

March 12, 2021														KPFF Consulting Engineers		KPFF	
MUSE DRIVE BRIDGE (211-0.85) REPLACEMENT																	
Item	SCOPE OF WORK	Principal	Project Manager	Technical Lead	Senior Engineer II	Senior Engineer I	Design Engineer III	Design Engineer II	Design Engineer I	Sr. CADD Technician	CADD Technician II	CADD Technician I	Project Coordinator	Intern	Admin		
1	SCOPE OF WORK	\$64.91	\$69.81	\$77.75	\$52.89	\$49.62	\$45.00	\$40.39	\$38.66	\$51.93	\$41.08	\$35.00	\$32.31	\$25.00	\$25.96	2,707.1	
1.10	Preparation of Contract Documents, Invoices, and Progress Reports		2										4			\$727.83	
1.20	Coordination with Sub-consultants		9										4			\$2,050.71	
1.30	Coordination with Franklin County and WSDOT LP Staff		12										2			\$2,442.73	
1.40	Estimated Project Schedule		3													\$566.95	
1.50	Team Project Meetings		9													\$1,700.84	
1.60	Meetings With Project Stakeholders		11													\$2,078.81	
1.70	PS&E Submittal and Contract Package Compilation		10										6			\$2,414.63	
1.80	Project and Document QA/QC	4	16													\$3,726.59	
1.90	Technical Bidding Support		2													\$377.97	
	Labor Subtotal:	4	74	0	0	0	0	0	0	0	0	0	16	0	0	\$16,087.06	
	Reimbursables:															\$922.40	
2	HYDRAULIC ENGINEERING															\$0.00	
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Reimbursables:															\$0.00	
3	GEOTECHNICAL ENGINEERING															\$0.00	
	Labor Subtotal:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00	
	Reimbursables:															\$0.00	
4	CIVIL ENGINEERING															\$4,258.78	
4.10	Design															\$1,915.95	
	Roadway & Driveways			1			24									\$4,258.78	
	Guardrail (no deviation)			1			14									\$2,578.21	
	Stormwater & Utilities			1			16		4							\$2,993.08	
4.20	Plans															\$1,874.37	
	30% Submittal (4 sheets)			4			8		4				8			\$7,391.87	
	60% Progress Print (6 sheets)			1			4		4				8			\$2,368.85	
	90% Submittal (6 sheets)	1		4			24		4				32			\$941.39	
	Bid Set Submittal (6 sheets)	1		2			8		4				4			\$332.30	
4.30	Specifications															\$558.77	
	90% Submittal			1			6									\$558.77	
	Bid Set Submittal			1			1									\$226.48	
4.40	Cost Estimate															\$1,881.81	
	30% Submittal			1			2		1							\$643.61	
	90% Submittal			1			2		1							\$243.64	
	Bid Set Submittal			1			1		1							\$243.64	
4.50	Stormwater Report															\$243.64	
0.00	Draft Stormwater Report (60%)			1			12						2			\$121.82	
0.00	Final Stormwater Report (90%)			1			2						2			\$29,113.34	
4.60	Construction General Stormwater Permit Support															\$151.20	
0.00	Technical Input on NOI						2									\$475.34	
4.70	Bid Period Support															\$20,387.88	
0.00	Civil-Related Bidder Questions (2)						2									\$16,566.39	
0.00	Civil-Related Addendum Support (1)						1									\$7,884.52	
	Labor Subtotal:	2	0	20	0	0	129	0	23	8	0	56	0	0	0	\$5,960.85	
	Reimbursables:															\$0.00	
5	STRUCTURAL ENGINEERING															\$0.00	
5.20	Bridge PS&E Design and Document Preparation															\$0.00	
	Design Criteria		1		2											\$0.00	
	30% PSE Design and Submittal	1	2		23		75				75					\$0.00	
	60% Progress Print				10		54				83					\$0.00	
	90% PSE Design and Submittal	1	2		9		15			6	32					\$0.00	
	100% / Final PSE Design and Submittal	1	1		6		18				24					\$0.00	

[illegible]

Exhibit E

Sub-consultant Cost Computations

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.

See Attached E-1 Sub-consultant Fee Summary

ANDERSON ENVIRONMENTAL CONSULTING LLC

Cost Plus Fixed Fee Consultant Agreement

[illegible]

March 12, 2021		ANDERSON ENVIRONMENTAL CONSULTING LLC						AEC
MUSE DRIVE BRIDGE (211-0.85) REPLACEMENT								
Item	SCOPE OF WORK	Sr. Environment al Planner	Biological Technician	Archaeologist	Architectural Historian			
		\$67.31	\$26.00	\$30.00	\$50.00			2,4190
1	PROJECT MANAGEMENT AND COORDINATION							
	Labor Subtotal:	0	0	0	0	0		\$0.00
	Reimbursables:							
2	HYDRAULIC ENGINEERING							
	Labor Subtotal:	0	0	0	0	0		\$0.00
	Reimbursables:							
3	GEOTECHNICAL ENGINEERING							
	Labor Subtotal:	0	0	0	0	0		\$0.00
	Reimbursables:							
4	CIVIL ENGINEERING							
	Labor Subtotal:	0	0	0	0	0		\$0.00
	Reimbursables:							
5	STRUCTURAL ENGINEERING							
	Labor Subtotal:	0	0	0	0	0		\$0.00
	Reimbursables:							
6	RIGHT-OF-WAY							
	Labor Subtotal:	0	0	0	0	0		\$0.00
	Reimbursables:							
7	ENVIRONMENTAL PERMITTING SERVICES							
7.10	Project Management, Meetings and Coordination	40	4					\$6,764.49
7.20	NEPA Documentation	20	26	4				\$5,181.98
7.30	SEPA, Permitting and Critical Area Review Documentation	8	12					\$2,057.31
	Labor Subtotal:	68	42	4	0	0		\$14,003.78
	Reimbursables:							\$1,092.00
8	CULTURAL RESOURCES/ARCHAEOLOGIST							
8.10	Archaeological and Historical Survey Report	8		70				\$6,382.48
	Labor Subtotal:	8	0	70	0	0		\$6,382.48
	Reimbursables:							
	Labor Sum:	76	42	74	0	0		\$20,386.27
	Reimbursable Sum:							\$1,092.00
	TOTAL:						TOTAL:	\$21,478.27

DCI ENGINEERS

Cost Plus Fixed Fee Consultant Agreement

[illegible]

March 12, 2021		MUSE DRIVE BRIDGE (211-0.85) REPLACEMENT					DCI ENGINEERS					DCI
Item	SCOPE OF WORK	PM	RW Agent 1	RW Agent 2	RW Agent 3							
1	PROJECT MANAGEMENT AND COORDINATION	\$55.29	\$25.00	\$30.00	\$35.00							2.9619
	Labor Subtotal:	0	0	0	0	0						\$0.00
	Reimbursables:											
2	HYDRAULIC ENGINEERING											\$0.00
	Labor Subtotal:	0	0	0	0	0						
	Reimbursables:											
3	GEOTECHNICAL ENGINEERING											\$0.00
	Labor Subtotal:	0	0	0	0	0						
	Reimbursables:											
4	CIVIL ENGINEERING											\$0.00
	Labor Subtotal:	0	0	0	0	0						
	Reimbursables:											
5	STRUCTURAL ENGINEERING											\$0.00
	Labor Subtotal:	0	0	0	0	0						
	Reimbursables:											
6	RIGHT-OF-WAY											
6.10	RFE and Appraisal Coordination	2	2	3								\$742.19
6.20	Acquisition	15	13	27	5							\$6,336.54
6.30	Certification	3			1							\$594.96
	Labor Subtotal:	20	15	30	6	0						\$7,673.69
	Reimbursables:											\$1,890.00
7	ENVIRONMENTAL PERMITTING SERVICES											\$0.00
	Labor Subtotal:	0	0	0	0	0						
	Reimbursables:											
8	CULTURAL RESOURCES/ARCHAEOLOGIST											\$0.00
	Labor Subtotal:	0	0	0	0	0						
	Reimbursables:											
	Labor Sum:	20	15	30	6	0						\$7,673.69
	Reimbursable Sum:											\$1,890.00
	TOTAL:										TOTAL:	\$9,563.69

Exhibit E-1

GEOENGINEERS

Consultant Fee Summary

Cost Plus Fixed Fee Consultant Agreement

MUSE DRIVE BRIDGE (211-0.85) REPLACEMENT

Classification	Total Hours	X	Rate	=	Cost
Principal	0.00	X	\$ 59.17	=	\$ -
Associate	7.00	X	\$ 59.51	=	\$ 416.57
Senior Engr 2	24.00	X	\$ 51.45	=	\$ 1,234.80
Senior Engr 1	0.00	X	\$ 46.05	=	\$ -
Proj. Developer	0.00	X	\$ 40.47	=	\$ -
Proj. Engr 1	0.00	X	\$ 33.38	=	\$ -
Staff Engr 3	38.00	X	\$ 31.47	=	\$ 1,195.86
Staff WR Engr 3	0.00	X	\$ 33.13	=	\$ -
Staff WR Engr 2	0.00	X	\$ 35.67	=	\$ -
Staff GT Engr 1	24.00	X	\$ 28.85	=	\$ 692.40
CAD Designer	3.00	X	\$ 31.56	=	\$ 94.68
Admin 3	3.00	X	\$ 30.67	=	\$ 92.01
Admin 2	6.00	X	\$ 18.95	=	\$ 113.70
	0.00	X		=	\$ -
	0.00	X		=	\$ -
	0.00	X		=	\$ -
	0.00	X		=	\$ -
	0.00	X		=	\$ -
	0.00	X		=	\$ -
	0.00	X		=	\$ -
<i>Total Direct Labor</i>					\$ 3,840.02
Overhead (OH) Cost					
OH Rate x DSC of	202.52%	X	\$3,840.02	=	\$ 7,776.81
Fixed Fee (FF)					
FF Rate x DSC of	30.00%	X	\$3,840.02	=	\$ 1,152.01
<i>Direct Labor Subtotal</i>					\$ 3,840.02
Reimbursable Items					
Mileage	(177 Miles x \$0.560/mile)			\$	99.12
Drilling	(Allowance)			\$	5,492.50
Laboratory Testing				\$	1,600.00
Per Diem	(Hotel + Meals @ \$171x 4.5)			\$	859.50
Subcontract	StripeRite (traffic control)				
<i>Subtotal</i>					\$ 8,051.12

GRAND TOTAL:**\$20,819.95**

March 12, 2021		GEOTECHNICAL ENGINEERING										OE	
MUSE DRIVE BRIDGE (211-0.85) REPLACEMENT		Principal	Associate	Senior Engr 2	Staff Engr 3	Staff GT Engr 1	CAD Designer	Admin 3	Admin 2				
Item	SCOPE OF WORK	\$59.17	\$59.51	\$51.45	\$31.47	\$28.85	\$31.56	\$30.67	\$18.95	\$0.00			
1	PROJECT MANAGEMENT AND COORDINATION												
	Labor Subtotal:	0	0	0	0	0	0	0	0	0			
	Reimbursables:												
2	HYDRAULIC ENGINEERING												
	Labor Subtotal:	0	0	0	0	0	0	0	0	0			
	Reimbursables:												
3	GEOTECHNICAL ENGINEERING												
3.10	Kick Off Meeting		1	1									
3.20	Field Work					4							
	Site visit and utility locates			1		20			2				
	Drilling			1					1				
3.30	Laboratory Testing												
3.40	Engineering Analysis				4								
	Site preparation and earthwork			1									
	Abutment design			1									
	shallow spread foundations			1	8								
	Driven piles			1	12								
	seismic			1	2								
3.50	Report Preparation												
	Draft Report		2	8	6		2	2	2				
	Final Report		1	3	2		1	1	1				
3.60	Design and Bid Support												
	QC of 90% plans and specifications		2	3									
	Support during bidding		1	2									
	Labor Subtotal:	0	7	24	38	24	3	3	6	0			
	Reimbursables:												
4	CIVIL ENGINEERING												
	Labor Subtotal:	0	0	0	0	0	0	0	0	0			
	Reimbursables:												
5	STRUCTURAL ENGINEERING												
	Labor Subtotal:	0	0	0	0	0	0	0	0	0			
	Reimbursables:												
6	RIGHT-OF-WAY												
	Labor Subtotal:	0	0	0	0	0	0	0	0	0			
	Reimbursables:												
7	ENVIRONMENTAL PERMITTING SERVICES												
	Labor Subtotal:	0	0	0	0	0	0	0	0	0			
	Reimbursables:												
8	CULTURAL RESOURCES/ARCHAEOLOGIST												
	Labor Subtotal:	0	0	0	0	0	0	0	0	0			
	Reimbursables:												
	Labor Sum:	0	7	24	38	24	3	3	6	0			
	Reimbursable Sum:												
	TOTAL:												

Exhibit F

Title VI Assurances

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

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

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

Agreement Number: FC-KPFF-21-01

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of Franklin County
- 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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPFF, Inc
whose address is
1601 Fifth Avenue Suite 1600, Seattle, WA 98101
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 Franklin County
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.

KPFF, INC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

APRIL 21, 2021

Date

Agreement Number:

Exhibit G-1(b) Certification of FRANKLIN COUNTY

I hereby certify that I am the:

☒ Chairman of the Board

☐ Other

of the Franklin County _____, and KPFF, Inc
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 Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number: FC-KPFF-21-01

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.

KPFF, INC

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

Date

04/21/2021

Agreement Number: FC-KPFF-21-01

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.

KPFF, INC

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

APRIL 21, 2021

Date

Agreement Number: FC-KPFF-21-01

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 KPFF, INC * are accurate, complete, and current as of APRIL 21, 2021 **.

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: KPFF, INC



Signature

ASSOCIATE

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: FC-KPFF-21-01

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: FC-KPFF-21-01

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.

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.

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.