

KITTITAS COUNTY
DEPARTMENT OF PUBLIC WORKS
AGENDA STAFF REPORT

AGENDA DATE: February 7th, 2017

ACTION REQUESTED: Authorize the Public Works Director's signature on the Consultant Agreements for Professional Civil, Structural and Construction Engineering Services Contracts

BACKGROUND: Kittitas County requires Civil and Structural Engineering services to facilitate Road, Bridge and other projects. This contract allows for Public Works to retain the services from Consultants for Civil, Structural and Construction Engineering on an on-call basis.

This consultant agreement will benefit the County by reducing the time and cost needed to advertise and award contracts.

Public Works is requesting the Board authorize the Public Works Director to sign the consultant agreements between the County and KPFF, KPG, and Jacobs Engineering Firms. Public Works is also requesting the Board authorize Director's or County Engineer's signature authority to sign task orders for \$50,000 or below.

INTERACTION: Public Works

RECOMMENDATION: Authorize the Public Works Director's signature on the Consultant Agreements for Professional Civil, Structural and Construction Engineering Services Contracts

HANDLING: Return two each Original signed documents to Public Works

ATTACHMENTS: Local Agency Standard Consultant Agreements Resolution

LEAD STAFF: Lucas Huck, County Engineer

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

RESOLUTION NO. 2017 - _____

**TO AUTHORIZE THE PUBLIC WORKS DIRECTOR'S SIGNATURE FOR THE
PROFESSIONAL CIVIL, STRUCTURAL, AND CONSTRUCTION ENGINEERING SERVICES
CONTRACTS AND TO AUTHORIZE LIMITED PUBLIC WORKS SIGNATURE AUTHORITY**

- WHEREAS:** The County seeks Professional Civil, Structural, and Construction Engineering Services to supplement the abilities of the Public Works staff; and
- WHEREAS:** The County followed the guidance of RCW 39.80 throughout the advertisement and selection process for said services; and
- WHEREAS:** The County has selected KPFF, KPG, and Jacobs Engineering Firms to provide these services; and
- WHEREAS:** The County will enter into a Local Agency Contract with each firm and will proceed by Task Order Agreements for identified work which will describe the task and cost prior to proceeding with a given project; and
- WHEREAS:** The Director and/or County Engineer signature authority to \$50,000 will aid the departments maintaining infrastructure and facilities to more responsively serve the public; and
- WHEREAS:** Task Order Agreements in excess of \$50,000 will be approved by resolution of the Board of County Commissioners.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, in the best interest of the public, does hereby authorize the Public Works Director to sign the consultant agreements.

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes the Director and County Engineer of Public Works signature authority for task orders totaling less than \$50,000 per project.

DATED this 7th day of February, 2017, at Ellensburg, Washington.

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

Paul Jewell, Chairman

Attest:

Clerk of the Board- Julie Kjorsvik

Laura Osiadacz, Vice-Chairman

Deputy Clerk of the Board- Mandy Buchholz

Obie O'Brien, Commissioner

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

Agreement Number: KCPW 2017-19ENG2

Firm/Organization Legal Name (do not use dba's): KPF Consulting Engineers	
Address 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101	Federal Aid Number
UBI Number 578-063-612	Federal TIN or SSN Number 91-00755897
Execution Date February 7, 2017	Completion Date February 1, 2020
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title Master Task Order Agreement - on-call for Civil, Structural, and Construction Engineering Services	
Description of Work Provide on-call consulting to Kittitas County. Services may include but are not limited to, survey data collection and preparation of project designs including roads, retaining walls, safety elements, hydraulics, soils and paving, and other transportation facilities and features, preparing bridge and structural designs, producing bridge load ratings and load limits, support and provide guidance/recommendations on identified bridge deficiencies and repairs, and conduct bridge inspections in accordance with FHWA National Bridge Inspection Standards, inspecting the construction of roads, structural features, retaining walls, safety elements, hydraulic projects, soils and paving, and other transportation facilities and features. Actual work assignments will be defined (scoped and estimated) by Task Order.	
<input type="checkbox"/> Yes <input type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: Defined by Task Order

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: KCPW 2017-19ENG2

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

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

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

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

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

If to AGENCY:

Name: Lucas Huck
Agency: Kittitas County
Address: 411 North Ruby, Suite 1
City: Ellensburg State: WA Zip: 98942
Email: Lucas.Huck@co.kittitas.wa.us
Phone: 509-962-7523
Facsimile: 509-962-7663

If to CONSULTANT:

Name: Thomas H. Whiteman
Agency: KPFF Consulting Engineers
Address: 1601 Fifth Ave, Suite 1600
City: Seattle State: WA Zip: 98036
Email: Tom.Whiteman@kpff.com
Phone: 206-622-5822
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

- B. Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

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

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

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Agreement Number: KCPW 2017-19ENG2

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: Lucas Huck
Agency: Kittitas County
Address: 411 North Ruby Suite 1
City: Ellensburg State: WA Zip: 98942
Email: Lucas.huck@co.kittitas.wa.us
Phone: 509-962-7523
Facsimile: 509-962-7663

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

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

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

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

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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 and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

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

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

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

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

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

Agreement Number: KCPW 2017-19ENG2

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

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

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

XX. Records Maintenance

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

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

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

Thomas H. Wickham

Date

1.27.2017

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

Project No. _____

Scope of Work (Master Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY, The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Civil Engineering Services
- B. Structural Engineering Services
- C. Construction Engineering Services
- D. Other professional services as identified in the Request for Qualifications

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Order Document similar in format as shown below.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment.

Location of Project:

Project Title:

Description of Work:

Cost Breakdown:

Maximum Amount Payable Per Task Assignment:

Completion Date:

Agency Project Manager Signature/Date:

Consultant Signature/Date:

Agreement Number: KCPW 2017-19ENG2

Exhibit B
DBE Participation

To be determined by Formal Task Order Document.

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

To be determined by Formal Task Order Document.

B. Roadway Design Files

To be determined by Formal Task Order Document.

C. Computer Aided Drafting Files

To be determined by Formal Task Order Document.

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

To be determined by Formal Task Order Document.

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

To be determined by Formal Task Order Document.

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

To be determined by Formal Task Order Document.

II. Any Other Electronic Files to Be Provided

To be determined by Formal Task Order Document.

III. Methods to Electronically Exchange Data

Project Files will be provided to the Agency via mail, electronic mail, FTP site transfer, temporary hard drive, or other appropriate electronic transfer methods.

A. Agency Software Suite

Autodesk Infrastructure Design Suite Premium

ESRI GIS

Microsoft Office

Other

B. Electronic Messaging System

Email, FTP, Skype

C. File Transfers Format

To be determined by Formal Task Order Document.

Exhibit D
Prime Consultant Cost Computations

KPFF information is attached.

EXHIBIT D

<u>Name</u>	<u>Classification</u>	<u>Direct Hourly Rate</u> <u>(DHR)</u>	<u>Negotiated Hourly Rate</u> <u>[DHR * (1+FF+OH)]</u>
Ashour, Ahmad	Project Engineer	34.27	90.99
Martin, Kevin	Design Engineer	31.50	83.64
Stabler, Jennie	Project Engineer	36.35	96.52
Lee, Jason	Project Engineer	38.08	101.11
Fernando, Alyssa	Project Coordinator	25.50	67.71
Olson, Aaron	Project Engineer	38.80	103.02
Male, Dara	Design Engineer	32.31	85.79
Frymoyer, Marijean	Project Engineer	40.39	107.24
Gastineau, Andrew	Design Engineer	32.89	87.33
Gray, Zach	Project Manager	56.01	148.72
Hasayen, Izzat	Technical Specialist	62.50	165.95
Hess, Gregory	Project Manager	57.70	153.21
Petersen-Gauthier, Joel	Design Engineer	32.89	87.33
Jackson, Rubin	CADD Technician	38.08	101.11
Georgieff, Paul	Project Engineer	40.39	107.24
Pang, Jason	Project Engineer	45.00	119.48
Goodman, JR	Design Engineer	33.00	87.62
Stanners, Mairi	Design Engineer	33.65	89.35
Streufert, Anne	Project Manager	57.70	153.21
McMullen, David	Principal in Charge	62.50	165.95
Cyrier, Will	Design Engineer	34.04	90.38
Kotulka, Brandon	Project Engineer	45.58	121.02
Evanger, Derry	Project Engineer	46.16	122.56
Ireland, Keith	Design Engineer	36.50	96.91
Monken, Clinton	Design Engineer	37.75	100.23
Shi, Haoyi	CADD Technician	35.77	94.98
Wind, Lloyd	Project Manager	58.20	154.53
Dunn, Michael	Project Engineer	57.70	153.21
Pasupuleti, Divya	Design Engineer	39.89	105.92
Matthews, Justin	Project Manager	58.90	156.39
Torgeson, Rick	CADD Technician	40.33	107.08
Tran, Hong Diem	CADD Technician	39.12	103.87
Sloan, Patrick	Project Manager	58.93	156.47
Whiteman, Tom	Project Manager	67.51	179.25

Overhead (OH) Cost	<u>137.52%</u>
Fixed Fee (FF)	<u>28.00%</u>

EXHIBIT D



Washington State
Department of Transportation

Lynn Peterson
Secretary of Transportation

Transportation Building
318 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-505-6888
www.wsdot.wa.gov

October 6, 2016

KPFF, Inc.
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Ms. Marci Monroe-Jones:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of:

Field Office Rate: 97.32% of direct labor (Rate includes 0.17% FCCM)

Home Office Rate: 137.52% of direct labor (Rate includes 0.04% FCCM)

Based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by Clark Nuber, PS. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON

Manager, Consultant Services Office

EKJ:kms

EXHIBIT D

KPFF, INC. AND SUBSIDIARY

Consolidated Statement of Direct Labor, Fringe Benefits and General Overhead For the Year Ended April 30, 2016

Classification	Financial Statements for the Year Ended April 30, 2016	Adjustments	Ref.	Allocations (A & B)	
				Home Office Costs	Field Office Costs
1. Direct Labor Base	\$ 51,877,045	\$ 110,457	C	\$ 51,115,227	\$ 872,275
Indirect Costs:					
Fringe benefits-					
2. Payroll taxes	6,757,863	(162,721)	D	6,484,485	110,657
3. Group insurance	6,370,126			6,263,245	106,881
4. Vacation, holiday and sick pay	8,019,072			7,884,524	134,548
Total fringe benefits	21,147,061	(162,721)		20,632,254	352,086
General overhead-					
5. Indirect labor	11,040,682	(110,457)	C	10,746,832	183,393
6. Bid and proposal	4,604,864	(1,026,946)	E	3,577,918	
7. Bonuses and severance pay	22,459,369	(6,338,359)	F	15,850,523	270,487
8. Professional services	1,150,112	(448,686)	G	689,657	11,769
9. Reproduction	565,727	(126,258)	H	437,981	1,488
10. Rent	8,045,832	(118,854)	I	7,926,978	
11. City and state business tax	896,217			893,182	3,035
12. Depreciation	1,719,168	(26,792)	J	1,692,376	
13. Other taxes and licenses	707,557	(34,952)	K	670,328	2,277
14. Insurance, other than life	1,182,396	(33,728)	L	1,144,779	3,889
15. Clerical supplies, drafting supplies and postage	975,961	(108,287)	M	864,736	2,938
16. Telephone	841,742	(57,552)	N	781,535	2,655
17. Professional dues, fees, books and conferences	609,567	(111,681)	O	496,200	1,686
18. Car	1,002,310	(512,432)	J	488,219	1,659
19. Travel	1,282,742	(943,442)	P	338,151	1,149
20. Legal	1,403,570	(1,230,003)	Q	172,979	588
21. Accounting	175,963	(4,894)	R	170,490	579
22. Employee meetings, meals and morale	1,160,716	(1,091,912)	S	68,571	233
23. Moving	703,181	(684,571)	T	18,547	63
24. School	28,923	(3,410)	U	25,427	86
25. Personnel procurement	121,039	(74,050)	V	46,830	159
26. Miscellaneous job fixes	26,314	(26,314)	W		
27. Contributions	176,914	(176,914)	X		
28. Computer	2,421,072	(32,545)	Y	2,380,439	8,088
29. Promotional and other entertainment	234,692	(234,692)	Z		
30. Bank service charges	93,498	(20,996)	AA	72,257	245
Total general overhead	63,630,128	(13,578,727)		49,554,935	496,466
Total Indirect Costs	84,777,189	(13,741,448)		70,187,189	848,552
31. Facilities Cost of Money (FCCM)		105,535	BB	105,178	357
Total Indirect Costs With FCCM	\$ 84,777,189	\$ (13,635,913)		\$ 70,292,367	\$ 848,909
Overhead Rate	163.42%	-26.58%		137.52%	97.32%

See accompanying notes.

Exhibit E

Sub-consultant Cost Computations

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

KPFF will recommend qualified specialty sub-consultants for review and approval by Kittitas County as needed during the development of each Formal Task Order Document.

Agreement Number: KCPW 2017-19ENG2

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: KCPW 2017-19ENG2

Exhibit G Certification Documents

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPF Consulting Engineers
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 Kittitas 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.

KPF Consulting Engineers

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1.29.2017

Date

Agreement Number: KCPW 2017-19ENG2

Exhibit G-1(b) Certification of Kittitas County Department of Public Works

I hereby certify that I am the:

Kittitas County Engineer

Other

of the Kittitas County Department of Public Works , and KPFF Consulting Engineers 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 Kittitas County Department of Public Works 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: KCPW 2017-19ENG2

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 Consulting Engineers

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Agreement Number: KCPW 2017-19ENG2

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:

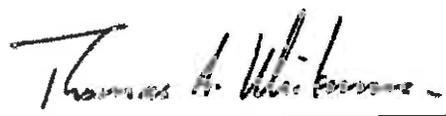
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress 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 Consulting Engineers

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

20 1.29.2017

Date

Agreement Number: KCPW 2017-19ENG2

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 Kittitas Co. On-Call Engineering Services * are accurate, complete, and current as of **

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

Firm: KPFF Consulting Engineers

Thomas G. Williams

Signature

12/17

Associate / Project Manager

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: KCPW 2017-19ENG2

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ N/A

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

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.

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.

Agreement Number: KCPW 2017-19ENG2

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.

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

Agreement Number: KCPW 2017-19ENG3

Firm/Organization Legal Name (do not use dba's): KPG, P.S.		
Address 23 S Wenatchee Ave, Ste 223, Wenatchee, WA 98801	Federal Aid Number N/A	
UBI Number 601-248-468	Federal TIN or SSN Number 91-1477622	
Execution Date February 7th, 2017	Completion Date February 1, 2020	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title Master Task Order Agreement - On-call for Civil, Structural, and Construction Engineering Services		
Description of Work Provide on-call consulting to Kittitas County. Services may include but are not limited to, survey data collection and preparation of project designs including roads, retaining walls, safety elements, hydraulics, soils and paving, and other transportation facilities and features, preparing bridge and structural designs, producing bridge load ratings and load limits, support and provide guidance/recommendations on identified bridge deficiencies and repairs, and conduct bridge inspections in accordance with FHWA National Bridge Inspection Standards, inspecting the construction of roads, structural features, retaining walls, safety elements, hydraulic projects, soils and paving, and other transportation facilities and features.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable: Defined by Task Order

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: KCPW 2017-19ENG3

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

Agreement Number: KCPW 2017-19ENG3

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

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

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

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

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

If to AGENCY:

Name: Lucas Huck
Agency: Kittitas County
Address: 411 North Ruby, Suite 1
City: Ellensburg State: WA Zip: 98942
Email: Lucas.Huck@co.kittitas.wa.us
Phone: 509-962-7523
Facsimile: 509-962-7663

If to CONSULTANT:

Name: Josh Fedora, P.E.
Agency: KPG, P.S.
Address: 23 South Wenatchee Avenue, Suite 223
City: Wenatchee State: WA Zip: 98801
Email: josh@kpg.com
Phone: 509-663-2711
Facsimile:

IV. Time for Beginning and Completion

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

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

Agreement Number: KCPW 2017-19ENG3

V. Payment Provisions

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

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

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

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

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

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

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

- B. Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

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

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

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

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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: Lucas Huck
Agency: Kittitas County
Address: 411 North Ruby Suite 1
City: Ellensburg State: WA Zip: 98942
Email: Lucas.huck@co.kittitas.wa.us
Phone: 509-962-7523
Facsimile: 509-962-7663

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

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

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

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

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XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

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XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

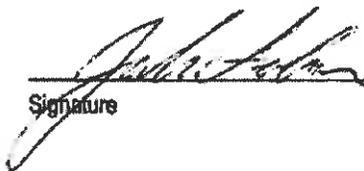
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs,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

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

1-25-2017

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

Project No. N/A

Scope of Work (Master Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Civil Engineering Services
- B. Structural Engineering Services
- C. Construction Engineering Services
- D. Other professional services as identified in the Request for Qualifications

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Order Document similar in format as shown below.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment.

Location of Project:

Project Title:

Description of Work:

Cost Breakdown:

Maximum Amount Payable Per Task Assignment:

Completion Date:

Agency Project Manager Signature/Date:

Consultant Signature/Date:

Agreement Number: KCPW 2017-19ENG3

Exhibit B
DBE Participation

To be determined by Formal Task Order Document.

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

To be determined by Formal Task Order Document.

B. Roadway Design Files

To be determined by Formal Task Order Document.

C. Computer Aided Drafting Files

To be determined by Formal Task Order Document.

Agreement Number: KCPW 2017-19ENG3

D. Specify the Agency's Right to Review Product with the Consultant
To be determined by Formal Task Order Document.

E. Specify the Electronic Deliverables to Be Provided to the Agency
To be determined by Formal Task Order Document.

F. Specify What Agency Furnished Services and Information Is to Be Provided
To be determined by Formal Task Order Document.

II. Any Other Electronic Files to Be Provided

To be determined by Formal Task Order Document.

III. Methods to Electronically Exchange Data

Project Files will be provided to the Agency via mail, electronic mail, FTP site transfer, temporary hard drive, or other appropriate electronic transfer methods.

A. Agency Software Suite

Autodesk Infrastructure Design Suite Premium
ESRI GIS
Microsoft Office
Other

B. Electronic Messaging System

Email, FTP, Skype

C. File Transfers Format

To be determined by Formal Task Order Document.

Agreement Number: KCPW 2017-19 ENG 3

Exhibit D
Prime Consultant Cost Computations

Please see attached Exhibit D.

Exhibit D
Kittitas County
On-Call Engineering Services
Rate Schedule

KPG, Inc.				
Negotiated Hourly Rate Summary				
Effective January 1, 2017				
Job Title	Direct Salary Rate (\$/HR)	Indirect Cost Rate (117.88% of DSR)	Profit (15% of DSR +ICR)	Negotiated Hourly Rate (\$/HR)
Principal	\$72.12	\$85.02	\$23.57	\$180.71
Engineer - Manager*	\$51.92	\$61.20	\$16.97	\$130.09
Engineer - Senior	\$62.50	\$73.68	\$20.43	\$156.60
Engineer - Project*	\$44.23	\$52.14	\$14.46	\$110.82
Engineer - Design*	\$37.50	\$44.21	\$12.26	\$93.96
Engineer - Technician*	\$32.21	\$37.97	\$10.53	\$80.71
Survey - Manager	\$72.12	\$85.02	\$23.57	\$180.71
Surveyor*	\$49.04	\$57.81	\$16.03	\$122.88
Survey - Technician*	\$40.87	\$48.18	\$13.36	\$102.40
Survey Crew*	\$62.50	\$73.68	\$20.43	\$156.60
CADD Technician*	\$36.06	\$42.51	\$11.79	\$90.35
Architect -Senior	\$50.48	\$59.51	\$16.50	\$126.48
Architect - Project	\$43.27	\$51.01	\$14.14	\$108.42
Architect - Design	\$35.58	\$41.94	\$11.63	\$89.15
Architect - Technician	\$25.96	\$30.60	\$8.48	\$65.05
Landscape Arch - Senior	\$43.27	\$51.01	\$14.14	\$108.42
Landscape Arch - Project	\$29.33	\$34.57	\$9.59	\$73.49
Landscape Arch - Technician	\$24.04	\$28.34	\$7.86	\$60.24
Construction - Manager*	\$57.69	\$68.00	\$18.85	\$144.55
Construction - Senior	\$50.48	\$59.51	\$16.50	\$126.48
Construction - RE*	\$48.08	\$56.68	\$15.71	\$120.47
Construction - Observer*	\$39.90	\$47.03	\$13.04	\$99.97
Construction - Documentation*	\$38.94	\$45.90	\$12.73	\$97.57
Construction - Admin*	\$31.25	\$36.84	\$10.21	\$78.30
Senior Administration	\$37.50	\$44.21	\$12.26	\$93.96
Office Administration*	\$25.48	\$30.04	\$8.33	\$63.84
Job title designations that include an "" will be the predominant job titles billed for Formal Task Assignments. Other job titles may also be billed, but to a lesser extent unless authorized by Kittitas County.				
Sub-consultants billed at cost plus 5.00%.				
Reimbursables billed at actual costs.				

Prepared by Josh Fedora, P.E.

January 25, 2017
 Agreement Number: KCPW 2017-19ENG3



**Washington State
Department of Transportation**

**Lynn Peterson
Secretary of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-765-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

June 9, 2016

**KPG, Inc.
753 9th Avenue N
Seattle, WA 98109**

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Ms. Susan Rowe:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 117.88%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- WSDOT Agreements**
- Local Agency Contracts in Washington State only**

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;


ERIK K. JONSON

Manager, Consultant Services Office

EKJ:kms

Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: KPG Inc PS

Indirect Cost Rate Proposal: 117.88

Date of Proposal Preparation (mm/dd/yyyy): 04/07/2016

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2015 to 12/31/2015

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____



Name of Certifying Official (Print): Nelson Davis

Title: President

Date of Certification (mm/dd/yyyy): 05/24/2016

Exhibit E

Sub-consultant Cost Computations

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

KPG will recommend qualified specialty sub-consultants for review and approval by Kittitas County as needed during the development of each Formal Task Order Document.

Agreement Number: KCPW 2017-19ENG3

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: KCPW 2017-19ENG3

Exhibit G

Certification Documents

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

Agreement Number: KCPW 2017-19ENG 3

Exhibit G-1(a) Certification of Consultant

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

whose address is

23 South Wenatchee Avenue, Suite 223, Wenatchee, WA 98801

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

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1-25-2017

Date

Agreement Number: KCPW 2017-19EN63

Exhibit G-1(b) Certification of Kittitas County

I hereby certify that I am the:

Kittitas County Engineer

Other

of the Kittitas County Department of Public Works, and KPG, P.S.

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

a) Employ or retain, or agree to employ to retain, any firm or person; or

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

I acknowledge that this certificate is to be furnished to the Kittitas County Department of Public Works 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: KCPW 2017-19ENG 3

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

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

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1-25-2017

Date

Agreement Number: KCPW 2017-19ENG3

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

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

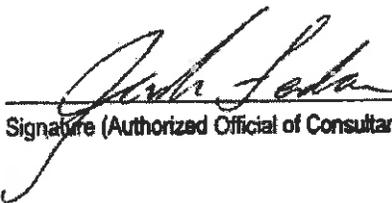
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress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

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

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

KPG, P.S.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1-25-2017

Date

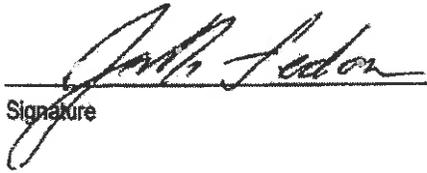
Agreement Number: KCPW 2017-19EN63

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 KPG, P.S. * are accurate, complete, and current as of 1/23/17 **

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

Firm: KPG, P.S.


Signature

Project Manager
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: KCPW 2017-19ENG3

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ N/A

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

N/A

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: KCPW 2017-19ENG3

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.

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

Agreement Number: KCPW 2017-19ENG3

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

Agreement Number: KCPW2017-19ENG1

Firm/Organization Legal Name (do not use dba's): Jacobs Engineering Group Inc.		
Address 600 108th Ave NE, Ste, 700 Bellevue, WA 98004	Federal Aid Number Assigned to federal aid projects by Task Order	
UBI Number	Federal TIN or SSN Number 95-4081636	
Execution Date February 7, 2017	Completion Date February 1, 2020	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title Master Task Order Agreement - On-call for Civil, Structural, and Construction Engineering Services		
Description of Work Provide on-call consulting to Kittitas County. Services may include but are not limited to civil engineering services such as survey data collection, preparation of project designs for roadways, retaining walls, safety elements, hydraulics, soils and paving, and other transportation facilities and features; structural engineering services such as preparing bridge and structural designs, producing bridge load ratings and load limits, support and provide guidance/recommendations on identified bridge deficiencies and repairs, and conduct bridge inspections in accordance with FHWA NBI standards; construction engineering services such as inspecting construction of roads, structural features, retaining walls, safety elements, hydraulic projects, soils and paving, and other transportation facilities and features; as well as review and refinement of existing county code(s). Task Orders (TO) will be used to assign work under this contract. Each TO will be individually requested, scoped, budgeted, and approved. Projects may include federal participation (determined by individual TO).		
<input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation	Maximum Amount Payable: Defined by Task Order
<input type="checkbox"/> Yes	<input type="checkbox"/> No MBE Participation	
<input type="checkbox"/> Yes	<input type="checkbox"/> No WBE Participation	
<input type="checkbox"/> Yes	<input type="checkbox"/> No SBE Participation	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
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Agreement Number: KCPW2017-19ENG1

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

If to AGENCY:

Name: Lucas Huck
Agency: Kittitas County Public Works
Address: 411 N. Ruby Street, Ste 1
City: Ellensburg State: WA Zip: 98926
Email: Lucas.Huck@co.kittitas.wa.us
Phone: 509-962-7523
Facsimile: 509-962-7663

If to CONSULTANT:

Name: Don Nelson PE.
Agency: Jacobs Engineering Group, Inc
Address: 600 108th Ave NE, Ste 700
City: Bellevue State: WA Zip: 98004
Email: Don.Nelson@jacobs.com
Phone: 425-990-6898
Facsimile: 425-452-1212

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

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

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

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Agreement Number: KCPW2017-19ENG1

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: Lucas Huck PE.
Agency: Kittitas County
Address: 411 North Ruby, Suite 1
City: Ellensburg State: WA Zip: 98926
Email: Lucas.Huck@co.kittitas.wa.us
Phone: 509-962-7523
Facsimile: 509-962-7663

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

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

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

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

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.

Agreement Number: KCPW2017-19ENG1

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

Agreement Number: KCPW2017-19ENG1

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

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

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

XX. Records Maintenance

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

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

Agreement Number: KCPW2017-19ENG1

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

Feb 01 / 17

Date

Signature

Date

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

Agreement Number: KCPW2017-19ENG1

Exhibit A Scope of Work

Project No. KCPW 2017 - 2019

Scope of Work (Master Task Order Agreement)

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY, The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include but are not limited to, the following types of work:

- A. Professional Civil Engineering Services
- B. Professional Structural Engineering and Bridge Inspection Services
- C. Professional Construction Engineering Services
- D. Other professional services as identified in the Request for Qualifications

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Order Document similar in format as shown below.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24-hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.

Formal Task Order Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment.

Location of Project:

Project Title:

Description of Work:

Cost Breakdown:

Maximum Amount Payable Per Task Assignment:

Completion Date:

Agency Project Manager Signature/Date:

Consultant Signature/Date:

Agreement Number: KCPW2017-19ENG1

Exhibit B
DBE Participation

To be determined by Formal Task Order Document.

Agreement Number: KCPW2017-19ENG1

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

To be determined by Formal Task Order Document.

B. Roadway Design Files

To be determined by Formal Task Order Document.

C. Computer Aided Drafting Files

To be determined by Formal Task Order Document.

D. Specify the Agency's Right to Review Product with the Consultant
To be determined by Formal Task Order Document.

E. Specify the Electronic Deliverables to Be Provided to the Agency
To be determined by Formal Task Order Document.

F. Specify What Agency Furnished Services and Information Is to Be Provided
To be determined by Formal Task Order Document.

II. Any Other Electronic Files to Be Provided

To be determined by Formal Task Order Document.

III. Methods to Electronically Exchange Data

Project Files will be provided to the Agency via mail, electronic mail, FTP site transfer, temporary hard drive, or other appropriate electronic transfer methods.

A. Agency Software Suite

Autodesk Infrastructure Design Suite Premium (AutoCAD and Civil3D)

Microsoft Office

Other

B. Electronic Messaging System

Email, FTP, Skype

C. File Transfers Format

To be determined by Formal Task Order Document.

Exhibit D
Prime Consultant Cost Computations

Jacobs information is attached.

Agreement Number: KCPW2017-19ENG1



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 3, 2016

Jacobs Engineering Group, Inc. (North American Infrastructure (NAI))
600 - 108th Avenue NE, Suite 700
Bellevue, WA 98004-5110

Subject: Acceptance FYE 2015 ICR – CPA Report

Dear Ms. Kathy Blackmon:

We have accepted your firm's FYE 2015 Indirect Cost Rate (ICR) of 103.61% of direct labor for At-Office, and 82.22% of direct labor for At-Site based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by Cleary Government Services, LLC. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms



August 1, 2016

TO: Erik Jonson, Contracting Services Manager

FROM: Schatzie Harvey, Agreement Compliance Audit Manager *SH*

SUBJECT: Jacobs Engineering Group North American Infrastructure (NAI) Indirect Cost Rate for Fiscal Year Ended October 2, 2015

We accept the audit work performed by Cleary Government Services, LLC related to the Jacobs Engineering Group NAI Indirect Cost Rate for the above referenced fiscal year. Cleary Government Services audited the Jacobs Engineering Group NAI indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the Jacobs Engineering Group NAI Indirect Cost Rate for fiscal year ending October 2, 2015 at 104.06% for At-Office, and 82.67% for At-Site for contracts in effect prior to June 24, 2014.

In compliance with 48 CFR 31.205-6(p)(3)(iii), the CPA firm completed an additional adjustment. For contracts awarded on or after June 24, 2014, the accepted Jacobs NAI indirect cost rate for fiscal year ended October 2, 2015 at 103.61% for At-Office, and 82.22% for At-Site.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006, or via email at harveys@wsdot.wa.gov.

Attachment

cc: Steve McKerney
File

FHWA Order 4470.1A
Appendix A. Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: Jacobs Engineering Group Inc. (North American Infrastructure)

Indirect Cost Rate Proposal: FY2015: At-Office rate 103.61%;At-Site 82.22%

Date of Proposal Preparation (mm/dd/yyyy): 03/15/2016

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 09/27/2014 to 10/02/2015

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or event that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: Rose Egidi

Name of Certifying Official (Print): Rose Egidi

Title: Vice President - Controller

Date of Certification (mm/dd/yyyy): 03/16/2016

North American Infrastructure
A Business Unit of Jacobs Engineering Group Inc.
Summary of At-Office and At-Site Rates
For the Fiscal Year Ended October 2, 2015

The At-Office and At-Site rates relative to the audited Fringe Benefit Expense and General & Administrative Expense Statements were computed in accordance with Part 31 of the Federal Acquisition Regulation (FAR).

North American Infrastructure

At-Office

At-Site General & Administrative Rate	55.42%
Use & Occupancy Rate	21.39%
Fringe Benefit Rate	26.80%
Combined Rate	<u><u>103.61%</u></u>

At-Site

At-Site General & Administrative Rate	55.42%
Fringe Benefit Rate	26.80%
Combined Rate	<u><u>82.22%</u></u>

See the following statements for detailed computations of the above Fringe Benefit Expense and General & Administrative Expense rates and for the applicable explanatory notes.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION THAT HAS COMMERCIAL AND/OR FINANCIAL VALUE. SUCH INFORMATION HAS NOT BEEN PUBLICLY DISCLOSED AND IS EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION ACT AND ALL SIMILAR OTHER LEGISLATION. JACOBS ENGINEERING GROUP INC REQUESTS WRITTEN NOTICE BEFORE ANY PUBLIC DISCLOSURE IS MADE.

North American Infrastructure
A Business Unit of Jacobs Engineering Group Inc.
Statement of Fringe Benefit Expense
For the Fiscal Year Ended October 2, 2015

	NAI DIRECT FRINGE BENEFIT EXPENSE
	(Note 5)
<u>COSTS, NET OF ADJUSTMENTS</u>	
PAID TIME OFF	\$ 26,508,163
FICA	17,634,872
SUI	1,128,208
FUI	108,760
THRIFT PLAN	5,232,272
GROUP INSURANCE	12,125,446
WORKERS' COMPENSATION	538,896
GENERAL LIABILITY	4,067,340
EMPLOYEE ASSISTANCE PLAN	61,374
TOTAL ALLOCATED FRINGE BENEFITS	\$ 67,405,331
TOTAL FRINGE LABOR BASE	\$ 251,523,425
COMPANY-WIDE FRINGE BENEFIT RATE	26.80%

The accompanying notes are an integral part of this statement

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Attachment A- FY15 NAI OH Audit Report

North American Infrastructure
 A Business Unit of Jacobs Engineering Group Inc.
 Statement of General & Administrative Expense
 For the Fiscal Year Ended October 2, 2015

	TOTAL INCURRED G&A COSTS	TOTAL BAR UNALLOWABLE COST ADJUSTMENTS (Note 2)	NOTES	NET CLAIMED G&A COSTS	GENERAL & ADMINISTRATIVE RATE APPLIED TO AT-SITE & AT- OFFICE PROJECTS	USE & OCCUPANCY RATE (AT- OFFICE)
INDIRECT LABOR	\$ 53,821,537	\$ (416,585)	4	\$ 53,404,952	\$ 53,404,952	\$ -
INDIRECT EXPENSES						
FRINGE BENEFITS	14,422,721	-	5	14,422,721	14,422,721	-
OFFICE OCCUPANCY EXPENSES	24,604,956	(34,072)		24,570,864	3,460,706	21,110,158
PERSONAL COMPUTER AND NETWORK SERVICES	13,715,254	(54,035)		13,661,219	25,945	13,635,274
PENSION & RESTRICTED STOCK AMORTIZATION	4,355,514	-	6	4,355,514	4,355,514	-
TRAVEL & BUSINESS MEALS	4,066,625	(643,699)	7	3,224,976	3,224,976	-
EMPLOYEE TRAINING & DUES	2,101,276	(498,001)	8	1,563,275	1,563,275	-
OFFICE AND OTHER SUPPLIES	861,972	(47,852)		814,120	275,613	538,507
RECRUITING & EDUCATION	728,767	(349,889)	9	378,678	187,060	191,618
BUSINESS LICENSE & TAXES	721,512	(2,682)		718,830	417,214	301,616
VEHICLE EXPENSES	611,091	(118,220)	10	492,671	40,642	452,229
OUTSIDE SERVICES	567,062	(32,254)	11	534,808	422,213	112,595
REPRODUCTION	233,612	(11,881)		221,731	-	221,731
TEMPORARY STAFF	129,189	(100)		129,089	129,089	-
POSTAGE & FREIGHT	104,630	(207)		104,423	104,423	-
PUBLIC RELATIONS & ADVERTISING	38,132	(33,508)	12	4,624	4,624	-
COST RECOVERY	(205,115)	-	13	(205,115)	(205,115)	-
OTHER	2,149,828	(1,133,788)	14	1,016,040	807,650	208,390
SUBTOTAL INDIRECT EXPENSES	\$ 122,990,543	\$ (3,576,725)		\$ 119,413,820	\$ 82,641,528	\$ 36,772,292
OTHER INDIRECT EXPENSES						
PROJECT SUPPORT SERVICES	\$ 263,207	\$ (2,088)		\$ 261,119	\$ 261,119	\$ -
HOUSING PAYMENTS	1,613,414	-	15	1,613,414	1,613,414	-
EMPLOYEE STOCK OPTION PURCHASE PLAN	171,047	-		171,047	171,047	-
FUND ASSET GAP LOSS	213,901	-		213,901	213,901	-
SUBTOTAL OTHER INDIRECT EXPENSES	\$ 2,261,569	\$ (2,088)		\$ 2,259,481	\$ 2,259,481	\$ -
ALLOCATIONS						
CORPORATE ALLOCATIONS	\$ 58,073,286	\$ (3,583,881)	4, 4, 5	\$ 54,489,405	\$ 54,489,405	\$ -
SUBTOTAL ALLOCATIONS	\$ 58,073,286	\$ (3,583,881)		\$ 54,489,405	\$ 54,489,405	\$ -
TOTAL G&A EXPENSES	\$ 183,325,398	\$ (7,162,692)		\$ 176,162,706	\$ 139,390,414	\$ 36,772,292
DIRECT LABOR (TOTAL AND AT-OFFICE)					\$ 251,523,436	\$ 171,873,597
NORTH AMERICAN INFRASTRUCTURE INDIRECT COST RATES					55.42%	21.39%
AT-OFFICE GENERAL & ADMINISTRATIVE RATE						76.81%

The Indirect Cost Rates shown above apply only to contracts awarded on or after June 23, 2014. The accompanying notes are an integral part of this statement, and please refer to Note 18.

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North American Infrastructure
A Business Unit of Jacobs Engineering Group Inc.
**Notes to Statements of Fringe Benefit Expense
and General & Administrative Expense
for the Fiscal Year Ended October 2, 2015**

2. Basis of Accounting and Description of Accounting Systems (continued)

Effective September 28, 2013, the beginning of FY 2014, Jacobs exceeded the Cost Accounting Standard (CAS) 403 threshold for requiring the use of the three-factor formula for allocating its Corporate Residual Expense Pool (reference CAS 9904.403-40(c)(2)). As a result, the accompanying Statement of General & Administrative Expenses includes Jacobs' Residual Pool allocated using the three-factor formula (i.e., average of revenues, payroll \$'s and net fixed assets.)

3. Allocation Methods

The Company has established two indirect rates: (1) an At-Office Rate that is applied to work performed in Jacobs-provided facilities, and (2) an At-Site Rate that is applied to work performed at non-Jacobs (i.e., customer) provided facilities. The allocation base for the At-Site G&A rate includes all Professional Services and all Field Staff Direct Labor including premiums. The allocation base for the At-Office G&A rate includes At-Office Professional Services and At-Office Field Staff Direct Labor including premiums. Contract labor is not included in the direct labor base, and it is charged direct to projects as an ODC.

The Company uses the same fringe benefit rate for both its At-Office and At-Site direct labor and allocates fringe benefit expenses based upon total payroll dollars (including premiums and excluding incentive compensation.)

The Company receives an allocation of costs from the Parent Company that includes salaries, related fringe benefits and general and administrative expenses. The G&A expenses include the costs of certain executive management, legal, accounting, treasury, information technology, human resources, health and safety, and other corporate functions. These costs are allocated to the Company based upon a three-tier method, which allocates costs that are: (1) directly attributable to the Company; (2) separately associated with the Company that are allocated based upon appropriate bases that use direct labor dollars, total payroll dollars, revenues, or a combination thereof; and, (3) amounts remaining after the first two tiers, allocated based upon a two-factor formula that is computed using Professional Service and Field Staff payroll dollars and revenues.

The allocations of the Parent Company's Corporate Home Office costs have been properly adjusted to reflect FAR Part 31 disallowances. These amounts were determined by the same multi-step process as described above in Note 2. The net allowable costs for each of the Corporate Home Office cost pools are then allocated using the methodologies described above.

4. Excess Compensation

The unallowable indirect labor adjustment of \$416,585 includes a disallowance of \$402,170 based on application of the \$487,000 benchmark and an additional \$14,415 was disallowed based on the compensation analysis that Jacobs performs annually. As part of this analysis, senior executives were benchmarked to surveys in which Jacobs participated. The overall results of the compensation analysis showed that the

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North American Infrastructure
A Business Unit of Jacobs Engineering Group Inc.
Notes to Statements of Fringe Benefit Expense
and General & Administrative Expense
for the Fiscal Year Ended October 2, 2015

4. Excess Compensation (continued)

Company's compensation was reasonable with the exception of the aforementioned disallowances. The remaining balance of \$3,060 reflects other unallowable activities and was disallowed in accordance with FAR 31.205-27. In addition, an excess compensation disallowance of \$1,744,010 is reflected as a part of the total Corporate Allocation \$487,000 benchmark disallowance in accordance with FAR 31.205-6.

5. Fringe Benefits

The Parent Company calculates a Company-wide fringe benefit rate that is applied to its US business units and wholly-owned subsidiaries. Fringe benefit costs include an adjustment of the indirect fringe benefit expense recorded in the general ledger at the standard fringe rate of 34.2% to the FY 2015 actual fringe rate of 26.80%.

6. Restricted Stock and Pension Plan

The Parent company maintains a restricted stock plan as part of compensation in accordance with FAR 31.205-6. The Company's share of the restricted stock plan included in the G&A Pool is \$1,043,425. In addition, the Company provides, for certain employees from a previously-acquired company, a defined benefit pension plan that meets the requirements of FAR 31.205-6(j). The Company's share of the pension plan included in the G&A Pool is \$3,312,089.

7. Travel & Business Meals

Based on a review of travel and related costs, \$843,649 was disallowed in accordance with FAR 31.205-46.

8. Employee Training & Dues

The adjustment of \$498,001 represents dues that are unallowable in accordance with FAR 31.205-14.

9. Recruiting and Relocation Expenses

The relocation adjustment of \$349,889 represents employee relocation expenses that are considered unallowable in accordance with FAR 31.205-35.

10. Vehicle Expenses

Based on a review of vehicle expenses, \$118,220 was disallowed in accordance with 31.205-46 and 31.201-2(d).

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North American Infrastructure
 A Business Unit of Jacobs Engineering Group Inc.
Notes to Statements of Fringe Benefit Expense
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for the Fiscal Year Ended October 2, 2015

11. Outside Services

The adjustment of \$32,254 represents costs disallowed in accordance with FAR 31.205-33.

12. Public Relations and Advertising

The adjustment amount of \$33,508 represents public relations and advertising expenses that are considered unallowable in accordance with FAR 31.205-1.

13. Cost Recovery

The Cost Recovery accounts are used to charge projects for the usage of company-owned equipment, supplies and vehicles. Portions of overhead relating to reproduction, vehicle costs, field equipment and supplies and other miscellaneous costs are allocated (via a credit to cost recovery) to direct project expense based on actual usage.

14. Other

Included in the other adjustment of \$1,133,788 are the following unallowable expenses of FY 2015 actual costs:

Fines & Penalties (FAR 31.205-15)	\$ 2,122
Contributions (FAR 31.205-8)	\$ 151,376
Internal Promotion Meal & Entertainment (FAR 31.2 various)	\$ 676,146
External Promotion Meals, Entertainment & Other (FAR 31.2 various)	<u>\$ 136,514</u>
	<u>\$ 966,158*</u>

*The remaining balance of the disallowed amount is determined using the methodology discussed in Note 2.

15. Incentive Compensation - Bonuses

Historically, the awarded incentive compensation is paid to employees over a three-year period and is included in indirect costs in the year that the amounts are actually paid to employees (i.e., cash basis.) Starting with the incentive compensation payments made in December 2014, (i.e., FY 2015), all annual bonus awards will be paid in full in the December following the end of the fiscal year. That is, the bonuses will no longer be paid out in three equal installments, but rather, they will be paid in full in a single installment after fiscal year end. All unpaid incentive amounts deferred from prior years will be paid according to the original deferral schedule.

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North American Infrastructure
 A Business Unit of Jacobs Engineering Group Inc.
**Notes to Statements of Fringe Benefit Expense
 and General & Administrative Expense
 for the Fiscal Year Ended October 2, 2015**

16. Related Party Transactions

No adjustments or disclosures are required per FAR 31.205-26(e) or FAR 31.205-36(b)(3).

17. Direct Cost Accounts include the following but are not limited to:

- Travel, Subsistence, and Relocation
- Subcontracts/Consultants
- Contract Specific Training and Employee Development
- Temporary and Other Purchased Labor/Services
- Contract Specific Safety Supplies and Equipment rental/leases
- Contract Labor
- Field Consumable/Expendable Supplies/Office Supplies
- Other Equipment/Supplies
- Telephone/Fax/Communications
- Freight and Postage
- Outside/Specialty Reproduction Costs
- Specialty Taxes

The Company's internal controls include the segregation of duties between accounts payable job functions, performance of a pre-audit on certain accounts/expenditure types, accounts payable coding training and control of general and administrative costs through a rigorous budgeting process to avoid the inclusion of direct costs in the indirect cost pool.

18. Revision of the FAR Compensation Cost Principle

The Indirect Cost Rates presented on the Statement of General & Administrative Expense apply only to contracts awarded on or after June 24, 2014.

Effective on June 24, 2014, the FAR compensation cost principle (FAR 31.205-6(p)) was revised to reduce the compensation ceiling to \$487,000. The Indirect Cost Rates presented below reflect the higher compensation allowability ceiling of \$952K, and they include fringe benefit costs. Further, the Indirect Cost Rates shown below apply only to costs incurred and contracts awarded on or before June 23, 2014. Contract modifications, amendments, task orders and/or delivery orders awarded after June 23, 2014 related to contracts awarded on or before June 23, 2014 are also subject to the rates shown below.

At-Office	104.06%
At-Site	82.67%

19. Management's Evaluation of Subsequent Events

Management has considered and evaluated significant subsequent events through March 15, 2016, and there were no significant subsequent events that would have a material effect on the FY 2015 indirect rates or that require disclosure in the notes.

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Kittitas County Public Works

**Project TBD
AGREEMENT X-XXXXX**

**JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004**

OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Original Classifications				
Vice President	\$171.88	\$178.08	\$51.56	\$401.52
Manager of Operations	\$133.93	\$138.76	\$40.18	\$312.86
Director of Projects	\$133.93	\$138.76	\$40.18	\$312.86
Manager of Projects	\$133.93	\$138.76	\$40.18	\$312.86
Principal	\$133.93	\$138.76	\$40.18	\$312.86
Program Manager	\$133.93	\$138.76	\$40.18	\$312.86
Project Manager	\$133.93	\$138.76	\$40.18	\$312.86
Project Controls Manager	\$89.66	\$92.90	\$26.90	\$209.46
Senior Project Controls	\$102.22	\$105.91	\$30.66	\$238.79
Project Controls	\$60.90	\$63.09	\$18.27	\$142.26
Budget Analyst	\$60.90	\$63.09	\$18.27	\$142.26
Senior Cost Analyst	\$102.21	\$105.90	\$30.66	\$238.78
Cost Analyst	\$60.90	\$63.09	\$18.27	\$142.26
Senior Cost Engineering	\$122.66	\$127.08	\$36.80	\$286.54
Cost Engineering	\$73.07	\$75.71	\$21.92	\$170.70
Project Cost Control	\$41.17	\$42.66	\$12.35	\$96.18
Senior Estimator	\$102.21	\$105.90	\$30.66	\$238.78
Estimator	\$60.90	\$63.09	\$18.27	\$142.26
Senior Schedule/Planning	\$102.21	\$105.90	\$30.66	\$238.78
Schedule/Planning	\$60.90	\$63.09	\$18.27	\$142.26
Senior Document Control	\$102.21	\$105.90	\$30.66	\$238.78
Document Control	\$46.95	\$48.64	\$14.08	\$109.68
Senior Contract Admin	\$102.21	\$105.90	\$30.66	\$238.78
Contract Admin	\$60.90	\$63.09	\$18.27	\$142.26
Senior Structural Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Structural Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Structural Designer	\$79.33	\$82.20	\$23.80	\$185.33
Structural Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior Civil Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Civil Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Civil Designer	\$79.33	\$82.20	\$23.80	\$185.33
Civil Designer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Control Systems Engineer	\$89.66	\$92.90	\$26.90	\$209.46

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Control Systems Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Control Systems Designer	\$79.33	\$82.20	\$23.80	\$185.33
Control Systems Designer	\$46.95	\$48.64	\$14.08	\$109.68
Electrical Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Electrical Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior Fire Protection Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Fire Protection Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Fire Protection Designer	\$79.33	\$82.20	\$23.80	\$185.33
Fire Protection Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior HVAC Engineer	\$89.66	\$92.90	\$26.90	\$209.46
HVAC Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior HVAC Designer	\$79.33	\$82.20	\$23.80	\$185.33
HVAC Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior Life Safety Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Life Safety Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Life Safety Designer	\$79.33	\$82.20	\$23.80	\$185.33
Life Safety Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior Mechanical Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Mechanical Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Mechanical Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior Plumbing Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Plumbing Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Plumbing Designer	\$79.33	\$82.20	\$23.80	\$185.33
Plumbing Designer	\$46.95	\$48.64	\$14.08	\$109.68
Security Engineer	\$69.42	\$71.93	\$20.83	\$162.17
Senior Systems Integration Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Systems Integration Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Systems Integration Designer	\$79.33	\$82.20	\$23.80	\$185.33
Systems Integration Designer	\$46.95	\$48.64	\$14.08	\$109.68
Systems Specialist	\$60.90	\$63.09	\$18.27	\$142.26
Senior Technical Specialist	\$89.66	\$92.90	\$26.90	\$209.46
Technical Specialist	\$53.41	\$55.33	\$16.02	\$124.76
Senior Traffic Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Traffic Engineer	\$60.90	\$63.09	\$18.27	\$142.26

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Voice/Data/Integration Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Voice/Data/Integration Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Voice/Data/Integration Designer	\$79.33	\$82.20	\$23.80	\$185.33
Voice/Data/Integration Designer	\$46.95	\$48.64	\$14.08	\$109.68
Environmental Project Manager	\$102.21	\$105.90	\$30.66	\$238.78
Environmental/GIS Planner	\$60.90	\$63.09	\$18.27	\$142.26
Senior Air Quality Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Air Quality Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Biologist	\$89.66	\$92.90	\$26.90	\$209.46
Biologist	\$53.41	\$55.33	\$16.02	\$124.76
Senior Environmental Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Environmental Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Environmental Scientist	\$89.66	\$92.90	\$26.90	\$209.46
Environmental Scientist	\$53.41	\$55.33	\$16.02	\$124.76
Senior Environ - Flood & Drainage Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Environ - Flood & Drainage Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Environ - Proc & Waste Water Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Environ - Proc & Waste Water Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Environ - Water Res & Econ Engineer	\$89.66	\$92.90	\$26.90	\$209.46
Environ - Water Res & Econ Engineer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Consultant	\$102.21	\$105.90	\$30.66	\$238.78
Consultant	\$69.42	\$71.93	\$20.83	\$162.17
Senior Quality Control Supervisor	\$69.42	\$71.93	\$20.83	\$162.17
Senior Quality Control	\$79.33	\$82.20	\$23.80	\$185.33
Quality Control	\$60.90	\$63.09	\$18.27	\$142.26
Senior Construction Manager	\$102.21	\$105.90	\$30.66	\$238.78
Construction Manager	\$79.33	\$82.20	\$23.80	\$185.33
Senior Construction Project Manager	\$102.21	\$105.90	\$30.66	\$238.78
Construction Project Manager	\$79.33	\$82.20	\$23.80	\$185.33
Senior Construction Engineer	\$102.21	\$105.90	\$30.66	\$238.78
Construction Engineer	\$79.33	\$82.20	\$23.80	\$185.33
Senior Construction Inspector (Field)	\$69.42	\$71.93	\$20.83	\$162.17
Construction Inspector (Field)	\$53.41	\$55.33	\$16.02	\$124.76
Senior Architect	\$102.21	\$105.90	\$30.66	\$238.78
Architect	\$60.90	\$63.09	\$18.27	\$142.26

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
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Bellevue, Washington 98004

OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Architectural Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior Architectural Interior Designer	\$79.33	\$82.20	\$23.80	\$185.33
Architectural Interior Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior Architectural Production	\$79.33	\$82.20	\$23.80	\$185.33
Architectural Production	\$46.95	\$48.64	\$14.08	\$109.68
Landscape Architect	\$46.95	\$48.64	\$14.08	\$109.68
Senior Transportation Planner	\$89.66	\$92.90	\$26.90	\$209.46
Transportation Planner	\$60.90	\$63.09	\$18.27	\$142.26
Senior Urban Planner	\$89.66	\$92.90	\$26.90	\$209.46
Urban Planner	\$60.90	\$63.09	\$18.27	\$142.26
Senior Planning Designer	\$79.33	\$82.20	\$23.80	\$185.33
Planning Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior CADD Technician/Designer	\$79.33	\$82.20	\$23.80	\$185.33
CADD Technician/Designer	\$60.90	\$63.09	\$18.27	\$142.26
Senior Drafting/Graphic Artist/Designer	\$79.33	\$82.20	\$23.80	\$185.33
Drafting/Graphic Artist/Designer	\$46.95	\$48.64	\$14.08	\$109.68
Senior Project Coordinator	\$79.33	\$82.20	\$23.80	\$185.33
Project Coordinator	\$46.95	\$48.64	\$14.08	\$109.68
Senior Project Administrative Assistant	\$46.95	\$48.64	\$14.08	\$109.68
Project Administrative Assistant	\$31.68	\$32.82	\$9.50	\$74.01
Administrative Assistant	\$27.83	\$28.83	\$8.35	\$65.01
Non-Project Administrative Assistant	\$46.95	\$48.64	\$14.08	\$109.68
Clerical	\$21.38	\$22.16	\$6.42	\$49.96

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OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Added Classifications				
Manager of Engineering	\$144.64	\$149.86	\$43.39	\$337.90
Manager of Architecture	\$144.64	\$149.86	\$43.39	\$337.90
Executive Project Manager	\$144.64	\$149.86	\$43.39	\$337.90
Senior Project Controls Manager	\$110.40	\$114.38	\$33.12	\$257.90
Senior Landscape Architect	\$85.68	\$88.77	\$25.70	\$200.15
Senior Control Systems Discipline Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Control Systems Discipline Specialist	\$65.77	\$68.14	\$19.73	\$153.64
Senior Electrical Discipline Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Electrical Discipline Specialist	\$65.77	\$68.14	\$19.73	\$153.64
Senior Electrical Designer	\$85.68	\$88.77	\$25.70	\$200.15
Senior HVAC Discipline Specialist	\$96.83	\$100.33	\$29.05	\$226.21
HVAC Discipline Specialist	\$65.77	\$68.14	\$19.73	\$153.64
Senior Mechanical Designer	\$85.68	\$88.77	\$25.70	\$200.15
Senior Quality Control (Supplier Surveillance)	\$85.68	\$88.77	\$25.70	\$200.15
Quality Control (Supplier Surveillance)	\$57.68	\$59.76	\$17.30	\$134.74
Senior CADD Engineer	\$96.83	\$100.33	\$29.05	\$226.21
CADD Engineer	\$74.97	\$77.68	\$22.49	\$175.15
Senior Administrator	\$96.83	\$100.33	\$29.05	\$226.21
Administrator	\$74.97	\$77.68	\$22.49	\$175.15
Senior Archeologist	\$96.83	\$100.33	\$29.05	\$226.21
Archeologist	\$57.68	\$59.76	\$17.30	\$134.74
Senior Biotech Specialist	\$85.68	\$88.77	\$25.70	\$200.15
Biotech Specialist	\$50.71	\$52.54	\$15.21	\$118.46
Building Maintenance	\$44.47	\$46.08	\$13.34	\$103.89
Business Manager	\$110.40	\$114.38	\$33.12	\$257.90
Business Systems Analyst	\$74.97	\$77.68	\$22.49	\$175.15
Senior CAE Systems	\$110.40	\$114.38	\$33.12	\$257.90
CAE Systems	\$74.97	\$77.68	\$22.49	\$175.15
Senior Chemical Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Chemical Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Chemist	\$96.83	\$100.33	\$29.05	\$226.21
Chemist	\$57.68	\$59.76	\$17.30	\$134.74
Senior Civil Discipline Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Civil Discipline Specialist	\$65.77	\$68.14	\$19.73	\$153.64

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Civil Telecom Technician	\$34.22	\$35.45	\$10.26	\$79.93
Senior Commissioning Manager	\$125.85	\$130.39	\$37.76	\$294.00
Commissioning Manager	\$110.40	\$114.38	\$33.12	\$257.90
Senior Commissioning Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Commissioning Specialist	\$65.77	\$68.14	\$19.73	\$153.64
Computer Operator	\$65.77	\$68.14	\$19.73	\$153.64
Senior Coordinator	\$96.83	\$100.33	\$29.05	\$226.21
Coordinator	\$74.97	\$77.68	\$22.49	\$175.15
Senior Creative Services	\$74.97	\$77.68	\$22.49	\$175.15
Creative Services	\$57.68	\$59.76	\$17.30	\$134.74
Data Base Administrator	\$85.68	\$88.77	\$25.70	\$200.15
Senior Engineering Software & Automation	\$96.83	\$100.33	\$29.05	\$226.21
Engineering Software & Automation	\$65.77	\$68.14	\$19.73	\$153.64
Senior Enviro-Water & Maritime Engineering	\$96.83	\$100.33	\$29.05	\$226.21
Enviro-Water & Maritime Engineering	\$65.77	\$68.14	\$19.73	\$153.64
Senior Expediting	\$110.40	\$114.38	\$33.12	\$257.90
Expediting	\$50.71	\$52.54	\$15.21	\$118.46
Facilities Management	\$65.77	\$68.14	\$19.73	\$153.64
Field Administration Services	\$110.40	\$114.38	\$33.12	\$257.90
Field Administrator	\$44.47	\$46.08	\$13.34	\$103.89
Senior Field Engineer	\$110.40	\$114.38	\$33.12	\$257.90
Field Engineer	\$74.97	\$77.68	\$22.49	\$175.15
Senior Geochemist	\$96.83	\$100.33	\$29.05	\$226.21
Geochemist	\$57.68	\$59.76	\$17.30	\$134.74
Geographic Information Systems	\$65.77	\$68.14	\$19.73	\$153.64
Senior Geologist	\$96.83	\$100.33	\$29.05	\$226.21
Geologist	\$57.68	\$59.76	\$17.30	\$134.74
Senior Geotechnical Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Geotechnical Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Graphic Design Leader	\$85.68	\$88.77	\$25.70	\$200.15
Graphic Design Leader	\$50.71	\$52.54	\$15.21	\$118.46
Group Manager	\$125.85	\$130.39	\$37.76	\$294.00
Senior Health Physicist	\$96.83	\$100.33	\$29.05	\$226.21
Health Physicist	\$57.68	\$59.76	\$17.30	\$134.74
Senior Highway and Airports-Airfield Engineer	\$96.83	\$100.33	\$29.05	\$226.21

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Highway and Airports-Airfield Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Highway and Airports-Airfield Planner	\$96.83	\$100.33	\$29.05	\$226.21
Highway and Airports-Airfield Planner	\$65.77	\$68.14	\$19.73	\$153.64
Senior Hydrogeologist	\$96.83	\$100.33	\$29.05	\$226.21
Hydrogeologist	\$57.68	\$59.76	\$17.30	\$134.74
Senior Hydrologist	\$96.83	\$100.33	\$29.05	\$226.21
Hydrologist	\$57.68	\$59.76	\$17.30	\$134.74
Senior Industrial Hygienist/H&S Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Industrial Hygienist/H&S Specialist	\$57.68	\$59.76	\$17.30	\$134.74
Senior Industrial Hygienist	\$96.83	\$100.33	\$29.05	\$226.21
Industrial Hygienist	\$57.68	\$59.76	\$17.30	\$134.74
Inside Sales Leader	\$110.40	\$114.38	\$33.12	\$257.90
Inside Sales Manager	\$74.97	\$77.68	\$22.49	\$175.15
Inside Sales Coordinator Regional	\$57.68	\$59.76	\$17.30	\$134.74
Inside Sales Coordinator	\$50.71	\$52.54	\$15.21	\$118.46
Inside Sales Production Support	\$50.71	\$52.54	\$15.21	\$118.46
Senior Instrument and Control Designer	\$85.68	\$88.77	\$25.70	\$200.15
Instrument and Control Designer	\$50.71	\$52.54	\$15.21	\$118.46
Senior Instrument and Control Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Instrument and Control Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Interior Design	\$96.83	\$100.33	\$29.05	\$226.21
Interior Design	\$57.68	\$59.76	\$17.30	\$134.74
Intern - Architecture	\$30.06	\$31.14	\$9.02	\$70.21
Intern - Business	\$30.06	\$31.14	\$9.02	\$70.21
Intern - Construction Management	\$30.06	\$31.14	\$9.02	\$70.21
Intern - Engineering	\$34.22	\$35.45	\$10.26	\$79.93
Intern - Planning	\$34.22	\$35.45	\$10.26	\$79.93
Intern - Project Support	\$34.22	\$35.45	\$10.26	\$79.93
Senior IT Manager	\$125.85	\$130.39	\$37.76	\$294.00
IT Manager	\$110.40	\$114.38	\$33.12	\$257.90
IT Project Manager	\$96.83	\$100.33	\$29.05	\$226.21
IT Project Lead	\$65.77	\$68.14	\$19.73	\$153.64
IT Compliance Specialist	\$74.97	\$77.68	\$22.49	\$175.15
IT Finance Specialist	\$65.77	\$68.14	\$19.73	\$153.64
IT Procurement Specialist	\$57.68	\$59.76	\$17.30	\$134.74

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Laboratory Supervisor	\$96.83	\$100.33	\$29.05	\$226.21
Laboratory Supervisor	\$57.68	\$59.76	\$17.30	\$134.74
Senior Land Surveyor	\$74.97	\$77.68	\$22.49	\$175.15
Land Surveyor	\$65.77	\$68.14	\$19.73	\$153.64
Senior Logistics	\$110.40	\$114.38	\$33.12	\$257.90
Logistics	\$50.71	\$52.54	\$15.21	\$118.46
Maintenance Manager	\$85.68	\$88.77	\$25.70	\$200.15
Senior Material Control	\$110.40	\$114.38	\$33.12	\$257.90
Material Control	\$50.71	\$52.54	\$15.21	\$118.46
Material Transportation	\$20.44	\$21.17	\$6.13	\$47.74
Senior Materials Discipline Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Materials Discipline Specialist	\$65.77	\$68.14	\$19.73	\$153.64
Senior Materials Engineering	\$96.83	\$100.33	\$29.05	\$226.21
Materials Engineering	\$65.77	\$68.14	\$19.73	\$153.64
Senior Mechanical Discipline Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Mechanical Discipline Specialist	\$65.77	\$68.14	\$19.73	\$153.64
Senior Mining Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Mining Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Network Engineer	\$74.97	\$77.68	\$22.49	\$175.15
Senior Non-Project Specialist	\$30.06	\$31.14	\$9.02	\$70.21
Non-Project Specialist	\$26.33	\$27.28	\$7.90	\$61.52
Senior Nuclear Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Nuclear Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Occupational Health	\$96.83	\$100.33	\$29.05	\$226.21
Occupational Health	\$74.97	\$77.68	\$22.49	\$175.15
Senior Office Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Office Engineer	\$57.68	\$59.76	\$17.30	\$134.74
Outside Sales	\$144.64	\$149.86	\$43.39	\$337.90
Parks and Recreation Manager	\$44.47	\$46.08	\$13.34	\$103.89
Parks Athletics Manager	\$34.22	\$35.45	\$10.26	\$79.93
Parks Grounds & Maintenance Manager	\$34.22	\$35.45	\$10.26	\$79.93
PC Support Technician	\$57.68	\$59.76	\$17.30	\$134.74
Photogrammetrist	\$44.47	\$46.08	\$13.34	\$103.89
Senior Pipeline Designer	\$85.68	\$88.77	\$25.70	\$200.15
Pipeline Designer	\$50.71	\$52.54	\$15.21	\$118.46

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Pipeline Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Pipeline Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Piping Designer	\$85.68	\$88.77	\$25.70	\$200.15
Piping Designer	\$50.71	\$52.54	\$15.21	\$118.46
Senior Piping/MTO Drafting Designer	\$85.68	\$88.77	\$25.70	\$200.15
Piping/MTO Drafting Designer	\$50.71	\$52.54	\$15.21	\$118.46
Senior Piping Discipline Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Piping Discipline Specialist	\$65.77	\$68.14	\$19.73	\$153.64
Senior Piping Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Piping Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Process Architect	\$110.40	\$114.38	\$33.12	\$257.90
Process Architect	\$65.77	\$68.14	\$19.73	\$153.64
Senior Process Designer	\$85.68	\$88.77	\$25.70	\$200.15
Process Designer	\$50.71	\$52.54	\$15.21	\$118.46
Senior Process Discipline Specialist	\$110.40	\$114.38	\$33.12	\$257.90
Process Discipline Specialist	\$65.77	\$68.14	\$19.73	\$153.64
Senior Process Engineer	\$110.40	\$114.38	\$33.12	\$257.90
Process Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Process Safety Specialist	\$65.77	\$68.14	\$19.73	\$153.64
Process Safety Specialist	\$50.71	\$52.54	\$15.21	\$118.46
Production Control Analyst	\$74.97	\$77.68	\$22.49	\$175.15
Programmer/Analyst	\$85.68	\$88.77	\$25.70	\$200.15
Project Architecture	\$110.40	\$114.38	\$33.12	\$257.90
Senior Project Designer	\$85.68	\$88.77	\$25.70	\$200.15
Project Designer	\$50.71	\$52.54	\$15.21	\$118.46
Senior Project Engineer	\$85.68	\$88.77	\$25.70	\$200.15
Project Engineer	\$74.97	\$77.68	\$22.49	\$175.15
Senior Project Engineer Coordinator	\$85.68	\$88.77	\$25.70	\$200.15
Project Engineer Coordinator	\$74.97	\$77.68	\$22.49	\$175.15
Project Engineer Manager	\$125.85	\$130.39	\$37.76	\$294.00
Senior Project Specialist	\$30.06	\$31.14	\$9.02	\$70.21
Project Specialist	\$26.33	\$27.28	\$7.90	\$61.52
Public Information	\$85.68	\$88.77	\$25.70	\$200.15
Senior Qualification/Validation Documentation Specialist	\$85.68	\$88.77	\$25.70	\$200.15
Qualification/Validation Documentation Specialist	\$50.71	\$52.54	\$15.21	\$118.46

Kittitas County Public Works

**Project TBD
AGREEMENT X-XXXXX**

**JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004**

OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Qualification/Validation Field Specialist	\$85.68	\$88.77	\$25.70	\$200.15
Qualification/Validation Field Specialist	\$50.71	\$52.54	\$15.21	\$118.46
Senior Qualification/Validation Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Qualification/Validation Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Quality	\$110.40	\$114.38	\$33.12	\$257.90
Senior Quality Assurance	\$74.97	\$77.68	\$22.49	\$175.15
Quality Assurance	\$65.77	\$68.14	\$19.73	\$153.64
Senior Quantity Surveyor	\$96.83	\$100.33	\$29.05	\$226.21
Quantity Surveyor	\$65.77	\$68.14	\$19.73	\$153.64
Senior Radiological Services	\$96.83	\$100.33	\$29.05	\$226.21
Radiological Services	\$57.68	\$59.76	\$17.30	\$134.74
Senior Rail-Permanent Way Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Rail-Permanent Way Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Rail-Signaling Control Systems Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Rail-Signaling Control Systems Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Rail-Systems, RLG STK & OP Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Rail-Systems, RLG STK & OP Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Rail-Telecom Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Rail-Telecom Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Rail-Traction Power Supply Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Rail-Traction Power Supply Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Receptionist/PBX Operator	\$26.33	\$27.28	\$7.90	\$61.52
Regional Communications Manager	\$74.97	\$77.68	\$22.49	\$175.15
Regional Communications	\$50.71	\$52.54	\$15.21	\$118.46
Senior Regulatory Compliance Specialist	\$85.68	\$88.77	\$25.70	\$200.15
Regulatory Compliance Specialist	\$50.71	\$52.54	\$15.21	\$118.46
Senior Regulatory Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Regulatory Specialist	\$57.68	\$59.76	\$17.30	\$134.74
Resident Engineer	\$74.97	\$77.68	\$22.49	\$175.15
Senior Risk	\$144.64	\$149.86	\$43.39	\$337.90
Risk	\$85.68	\$88.77	\$25.70	\$200.15
Senior Rotating Equipment Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Rotating Equipment Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Safety	\$144.64	\$149.86	\$43.39	\$337.90
Safety	\$74.97	\$77.68	\$22.49	\$175.15

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Technical Analyst	\$39.10	\$40.52	\$11.73	\$91.35
Senior Structural Discipline Specialist	\$96.83	\$100.33	\$29.05	\$226.21
Structural Discipline Specialist	\$65.77	\$68.14	\$19.73	\$153.64
SUI Practice Leader	\$74.97	\$77.68	\$22.49	\$175.15
SUI Investigator	\$44.47	\$46.08	\$13.34	\$103.89
Senior Superintendent	\$110.40	\$114.38	\$33.12	\$257.90
Superintendent	\$85.68	\$88.77	\$25.70	\$200.15
Senior Supervisor	\$96.83	\$100.33	\$29.05	\$226.21
Supervisor	\$74.97	\$77.68	\$22.49	\$175.15
Senior Survey	\$50.71	\$52.54	\$15.21	\$118.46
Survey	\$34.22	\$35.45	\$10.26	\$79.93
Systems Administrator	\$74.97	\$77.68	\$22.49	\$175.15
Technical Support Supervisor	\$50.71	\$52.54	\$15.21	\$118.46
Technical Aide	\$44.47	\$46.08	\$13.34	\$103.89
Technical Services Manager	\$125.85	\$130.39	\$37.76	\$294.00
Technical Writer/Editor	\$65.77	\$68.14	\$19.73	\$153.64
Technician	\$44.47	\$46.08	\$13.34	\$103.89
Telecom Technician	\$44.47	\$46.08	\$13.34	\$103.89
Telecom Administrator	\$74.97	\$77.68	\$22.49	\$175.15
Telecom Construction Manager	\$57.68	\$59.76	\$17.30	\$134.74
Telecom Project Manager	\$74.97	\$77.68	\$22.49	\$175.15
Senior Toxicology/Risk Assessor	\$96.83	\$100.33	\$29.05	\$226.21
Toxicology/Risk Assessor	\$57.68	\$59.76	\$17.30	\$134.74
Senior Training	\$96.83	\$100.33	\$29.05	\$226.21
Training	\$57.68	\$59.76	\$17.30	\$134.74
Senior Treatment Plant Operations	\$65.77	\$68.14	\$19.73	\$153.64
Treatment Plant Operations	\$50.71	\$52.54	\$15.21	\$118.46
Senior Tunnel Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Tunnel Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Senior Vessel Designer	\$85.68	\$88.77	\$25.70	\$200.15
Vessel Designer	\$50.71	\$52.54	\$15.21	\$118.46
Senior Vessel Engineer	\$96.83	\$100.33	\$29.05	\$226.21
Vessel Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Warehouse Material Handler	\$23.10	\$23.93	\$6.93	\$53.96
Senior Waste Water Engineer	\$96.83	\$100.33	\$29.05	\$226.21

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
OFFICE BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (103.61%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Waste Water Engineer	\$65.77	\$68.14	\$19.73	\$153.64
Web Developer	\$74.97	\$77.68	\$22.49	\$175.15
Word Processor	\$39.10	\$40.52	\$11.73	\$91.35
Zoning & Permitting	\$57.68	\$59.76	\$17.30	\$134.74

Notes:
Office Billing Rate Multiplier = 1.0(DLR) + 1.0361(Overhead) + 0.3000(Fee) = 2.3361 x DLR

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Original Classifications				
Vice President	\$171.88	\$141.32	\$51.56	\$364.75
Manager of Operations	\$133.93	\$110.11	\$40.18	\$284.22
Director of Projects	\$133.93	\$110.11	\$40.18	\$284.22
Manager of Projects	\$133.93	\$110.11	\$40.18	\$284.22
Principal	\$133.93	\$110.11	\$40.18	\$284.22
Program Manager	\$133.93	\$110.11	\$40.18	\$284.22
Project Manager	\$133.93	\$110.11	\$40.18	\$284.22
Project Controls Manager	\$89.66	\$73.72	\$26.90	\$190.28
Senior Project Controls	\$102.22	\$84.04	\$30.66	\$216.92
Project Controls	\$60.90	\$50.07	\$18.27	\$129.23
Budget Analyst	\$60.90	\$50.07	\$18.27	\$129.23
Senior Cost Analyst	\$102.21	\$84.04	\$30.66	\$216.91
Cost Analyst	\$60.90	\$50.07	\$18.27	\$129.23
Senior Cost Engineering	\$122.66	\$100.85	\$36.80	\$260.30
Cost Engineering	\$73.07	\$60.08	\$21.92	\$155.07
Project Cost Control	\$41.17	\$33.85	\$12.35	\$87.38
Senior Estimator	\$102.21	\$84.04	\$30.66	\$216.91
Estimator	\$60.90	\$50.07	\$18.27	\$129.23
Senior Schedule/Planning	\$102.21	\$84.04	\$30.66	\$216.91
Schedule/Planning	\$60.90	\$50.07	\$18.27	\$129.23
Senior Document Control	\$102.21	\$84.04	\$30.66	\$216.91
Document Control	\$46.95	\$38.60	\$14.08	\$99.63
Senior Contract Admin	\$102.21	\$84.04	\$30.66	\$216.91
Contract Admin	\$60.90	\$50.07	\$18.27	\$129.23
Senior Structural Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Structural Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Structural Designer	\$79.33	\$65.23	\$23.80	\$168.36
Structural Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior Civil Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Civil Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Civil Designer	\$79.33	\$65.23	\$23.80	\$168.36
Civil Designer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Control Systems Engineer	\$89.66	\$73.72	\$26.90	\$190.28

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004

FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Control Systems Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Control Systems Designer	\$79.33	\$65.23	\$23.80	\$168.36
Control Systems Designer	\$46.95	\$38.60	\$14.08	\$99.63
Electrical Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Electrical Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior Fire Protection Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Fire Protection Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Fire Protection Designer	\$79.33	\$65.23	\$23.80	\$168.36
Fire Protection Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior HVAC Engineer	\$89.66	\$73.72	\$26.90	\$190.28
HVAC Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior HVAC Designer	\$79.33	\$65.23	\$23.80	\$168.36
HVAC Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior Life Safety Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Life Safety Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Life Safety Designer	\$79.33	\$65.23	\$23.80	\$168.36
Life Safety Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior Mechanical Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Mechanical Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Mechanical Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior Plumbing Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Plumbing Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Plumbing Designer	\$79.33	\$65.23	\$23.80	\$168.36
Plumbing Designer	\$46.95	\$38.60	\$14.08	\$99.63
Security Engineer	\$69.42	\$57.08	\$20.83	\$147.33
Senior Systems Integration Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Systems Integration Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Systems Integration Designer	\$79.33	\$65.23	\$23.80	\$168.36
Systems Integration Designer	\$46.95	\$38.60	\$14.08	\$99.63
Systems Specialist	\$60.90	\$50.07	\$18.27	\$129.23
Senior Technical Specialist	\$89.66	\$73.72	\$26.90	\$190.28
Technical Specialist	\$53.41	\$43.91	\$16.02	\$113.34
Senior Traffic Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Traffic Engineer	\$60.90	\$50.07	\$18.27	\$129.23

Kittitas County Public Works

**Project TBD
AGREEMENT X-XXXXX**

**JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004**

FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Voice/Data/Integration Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Voice/Data/Integration Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Voice/Data/Integration Designer	\$79.33	\$65.23	\$23.80	\$168.36
Voice/Data/Integration Designer	\$46.95	\$38.60	\$14.08	\$99.63
Environmental Project Manager	\$102.21	\$84.04	\$30.66	\$216.91
Environmental/GIS Planner	\$60.90	\$50.07	\$18.27	\$129.23
Senior Air Quality Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Air Quality Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Biologist	\$89.66	\$73.72	\$26.90	\$190.28
Biologist	\$53.41	\$43.91	\$16.02	\$113.34
Senior Environmental Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Environmental Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Environmental Scientist	\$89.66	\$73.72	\$26.90	\$190.28
Environmental Scientist	\$53.41	\$43.91	\$16.02	\$113.34
Senior Environ - Flood & Drainage Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Environ - Flood & Drainage Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Environ - Proc & Waste Water Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Environ - Proc & Waste Water Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Environ - Water Res & Econ Engineer	\$89.66	\$73.72	\$26.90	\$190.28
Environ - Water Res & Econ Engineer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Consultant	\$102.21	\$84.04	\$30.66	\$216.91
Consultant	\$69.42	\$57.08	\$20.83	\$147.33
Senior Quality Control Supervisor	\$69.42	\$57.08	\$20.83	\$147.33
Senior Quality Control	\$79.33	\$65.23	\$23.80	\$168.36
Quality Control	\$60.90	\$50.07	\$18.27	\$129.23
Senior Construction Manager	\$102.21	\$84.04	\$30.66	\$216.91
Construction Manager	\$79.33	\$65.23	\$23.80	\$168.36
Senior Construction Project Manager	\$102.21	\$84.04	\$30.66	\$216.91
Construction Project Manager	\$79.33	\$65.23	\$23.80	\$168.36
Senior Construction Engineer	\$102.21	\$84.04	\$30.66	\$216.91
Construction Engineer	\$79.33	\$65.23	\$23.80	\$168.36
Senior Construction Inspector (Field)	\$69.42	\$57.08	\$20.83	\$147.33
Construction Inspector (Field)	\$53.41	\$43.91	\$16.02	\$113.34
Senior Architect	\$102.21	\$84.04	\$30.66	\$216.91
Architect	\$60.90	\$50.07	\$18.27	\$129.23

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Architectural Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior Architectural Interior Designer	\$79.33	\$65.23	\$23.80	\$168.36
Architectural Interior Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior Architectural Production	\$79.33	\$65.23	\$23.80	\$168.36
Architectural Production	\$46.95	\$38.60	\$14.08	\$99.63
Landscape Architect	\$46.95	\$38.60	\$14.08	\$99.63
Senior Transportation Planner	\$89.66	\$73.72	\$26.90	\$190.28
Transportation Planner	\$60.90	\$50.07	\$18.27	\$129.23
Senior Urban Planner	\$89.66	\$73.72	\$26.90	\$190.28
Urban Planner	\$60.90	\$50.07	\$18.27	\$129.23
Senior Planning Designer	\$79.33	\$65.23	\$23.80	\$168.36
Planning Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior CADD Technician/Designer	\$79.33	\$65.23	\$23.80	\$168.36
CADD Technician/Designer	\$60.90	\$50.07	\$18.27	\$129.23
Senior Drafting/Graphic Artist/Designer	\$79.33	\$65.23	\$23.80	\$168.36
Drafting/Graphic Artist/Designer	\$46.95	\$38.60	\$14.08	\$99.63
Senior Project Coordinator	\$79.33	\$65.23	\$23.80	\$168.36
Project Coordinator	\$46.95	\$38.60	\$14.08	\$99.63
Senior Project Administrative Assistant	\$46.95	\$38.60	\$14.08	\$99.63
Project Administrative Assistant	\$31.68	\$26.05	\$9.50	\$67.23
Administrative Assistant	\$27.83	\$22.88	\$8.35	\$59.06
Non-Project Administrative Assistant	\$46.95	\$38.60	\$14.08	\$99.63
Clerical	\$21.38	\$17.58	\$6.42	\$45.38

Kittitas County Public Works

**Project TBD
AGREEMENT X-XXXXX**

**JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004**

FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Added Classifications				
Manager of Engineering	\$144.64	\$118.93	\$43.39	\$306.96
Manager of Architecture	\$144.64	\$118.93	\$43.39	\$306.96
Executive Project Manager	\$144.64	\$118.93	\$43.39	\$306.96
Senior Project Controls Manager	\$110.40	\$90.77	\$33.12	\$234.28
Senior Landscape Architect	\$85.68	\$70.44	\$25.70	\$181.82
Senior Control Systems Discipline Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Control Systems Discipline Specialist	\$65.77	\$54.08	\$19.73	\$139.58
Senior Electrical Discipline Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Electrical Discipline Specialist	\$65.77	\$54.08	\$19.73	\$139.58
Senior Electrical Designer	\$85.68	\$70.44	\$25.70	\$181.82
Senior HVAC Discipline Specialist	\$96.83	\$79.62	\$29.05	\$205.50
HVAC Discipline Specialist	\$65.77	\$54.08	\$19.73	\$139.58
Senior Mechanical Designer	\$85.68	\$70.44	\$25.70	\$181.82
Senior Quality Control (Supplier Surveillance)	\$85.68	\$70.44	\$25.70	\$181.82
Quality Control (Supplier Surveillance)	\$57.68	\$47.42	\$17.30	\$122.41
Senior CADD Engineer	\$96.83	\$79.62	\$29.05	\$205.50
CADD Engineer	\$74.97	\$61.64	\$22.49	\$159.11
Senior Administrator	\$96.83	\$79.62	\$29.05	\$205.50
Administrator	\$74.97	\$61.64	\$22.49	\$159.11
Senior Archeologist	\$96.83	\$79.62	\$29.05	\$205.50
Archeologist	\$57.68	\$47.42	\$17.30	\$122.41
Senior Biotech Specialist	\$85.68	\$70.44	\$25.70	\$181.82
Biotech Specialist	\$50.71	\$41.69	\$15.21	\$107.62
Building Maintenance	\$44.47	\$36.56	\$13.34	\$94.38
Business Manager	\$110.40	\$90.77	\$33.12	\$234.28
Business Systems Analyst	\$74.97	\$61.64	\$22.49	\$159.11
Senior CAE Systems	\$110.40	\$90.77	\$33.12	\$234.28
CAE Systems	\$74.97	\$61.64	\$22.49	\$159.11
Senior Chemical Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Chemical Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Chemist	\$96.83	\$79.62	\$29.05	\$205.50
Chemist	\$57.68	\$47.42	\$17.30	\$122.41
Senior Civil Discipline Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Civil Discipline Specialist	\$65.77	\$54.08	\$19.73	\$139.58

Kittitas County Public Works

Project TBD
AGREEMENT X-XXXXX

JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004

FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Civil Telecom Technician	\$34.22	\$28.13	\$10.26	\$72.61
Senior Commissioning Manager	\$125.85	\$103.47	\$37.76	\$267.08
Commissioning Manager	\$110.40	\$90.77	\$33.12	\$234.28
Senior Commissioning Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Commissioning Specialist	\$65.77	\$54.08	\$19.73	\$139.58
Computer Operator	\$65.77	\$54.08	\$19.73	\$139.58
Senior Coordinator	\$96.83	\$79.62	\$29.05	\$205.50
Coordinator	\$74.97	\$61.64	\$22.49	\$159.11
Senior Creative Services	\$74.97	\$61.64	\$22.49	\$159.11
Creative Services	\$57.68	\$47.42	\$17.30	\$122.41
Data Base Administrator	\$85.68	\$70.44	\$25.70	\$181.82
Senior Engineering Software & Automation	\$96.83	\$79.62	\$29.05	\$205.50
Engineering Software & Automation	\$65.77	\$54.08	\$19.73	\$139.58
Senior Enviro-Water & Maritime Engineering	\$96.83	\$79.62	\$29.05	\$205.50
Enviro-Water & Maritime Engineering	\$65.77	\$54.08	\$19.73	\$139.58
Senior Expediting	\$110.40	\$90.77	\$33.12	\$234.28
Expediting	\$50.71	\$41.69	\$15.21	\$107.62
Facilities Management	\$65.77	\$54.08	\$19.73	\$139.58
Field Administration Services	\$110.40	\$90.77	\$33.12	\$234.28
Field Administrator	\$44.47	\$36.56	\$13.34	\$94.38
Senior Field Engineer	\$110.40	\$90.77	\$33.12	\$234.28
Field Engineer	\$74.97	\$61.64	\$22.49	\$159.11
Senior Geochemist	\$96.83	\$79.62	\$29.05	\$205.50
Geochemist	\$57.68	\$47.42	\$17.30	\$122.41
Geographic Information Systems	\$65.77	\$54.08	\$19.73	\$139.58
Senior Geologist	\$96.83	\$79.62	\$29.05	\$205.50
Geologist	\$57.68	\$47.42	\$17.30	\$122.41
Senior Geotechnical Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Geotechnical Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Graphic Design Leader	\$85.68	\$70.44	\$25.70	\$181.82
Graphic Design Leader	\$50.71	\$41.69	\$15.21	\$107.62
Group Manager	\$125.85	\$103.47	\$37.76	\$267.08
Senior Health Physicist	\$96.83	\$79.62	\$29.05	\$205.50
Health Physicist	\$57.68	\$47.42	\$17.30	\$122.41
Senior Highway and Airports-Airfield Engineer	\$96.83	\$79.62	\$29.05	\$205.50

Kittitas County Public Works

**Project TBD
AGREEMENT X-XXXXX**

**JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004**

FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Highway and Airports-Airfield Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Highway and Airports-Airfield Planner	\$96.83	\$79.62	\$29.05	\$205.50
Highway and Airports-Airfield Planner	\$65.77	\$54.08	\$19.73	\$139.58
Senior Hydrogeologist	\$96.83	\$79.62	\$29.05	\$205.50
Hydrogeologist	\$57.68	\$47.42	\$17.30	\$122.41
Senior Hydrologist	\$96.83	\$79.62	\$29.05	\$205.50
Hydrologist	\$57.68	\$47.42	\$17.30	\$122.41
Senior Industrial Hygienist/H&S Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Industrial Hygienist/H&S Specialist	\$57.68	\$47.42	\$17.30	\$122.41
Senior Industrial Hygienist	\$96.83	\$79.62	\$29.05	\$205.50
Industrial Hygienist	\$57.68	\$47.42	\$17.30	\$122.41
Inside Sales Leader	\$110.40	\$90.77	\$33.12	\$234.28
Inside Sales Manager	\$74.97	\$61.64	\$22.49	\$159.11
Inside Sales Coordinator Regional	\$57.68	\$47.42	\$17.30	\$122.41
Inside Sales Coordinator	\$50.71	\$41.69	\$15.21	\$107.62
Inside Sales Production Support	\$50.71	\$41.69	\$15.21	\$107.62
Senior Instrument and Control Designer	\$85.68	\$70.44	\$25.70	\$181.82
Instrument and Control Designer	\$50.71	\$41.69	\$15.21	\$107.62
Senior Instrument and Control Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Instrument and Control Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Interior Design	\$96.83	\$79.62	\$29.05	\$205.50
Interior Design	\$57.68	\$47.42	\$17.30	\$122.41
Intern - Architecture	\$30.06	\$24.71	\$9.02	\$63.78
Intern - Business	\$30.06	\$24.71	\$9.02	\$63.78
Intern - Construction Management	\$30.06	\$24.71	\$9.02	\$63.78
Intern - Engineering	\$34.22	\$28.13	\$10.26	\$72.61
Intern - Planning	\$34.22	\$28.13	\$10.26	\$72.61
Intern - Project Support	\$34.22	\$28.13	\$10.26	\$72.61
Senior IT Manager	\$125.85	\$103.47	\$37.76	\$267.08
IT Manager	\$110.40	\$90.77	\$33.12	\$234.28
IT Project Manager	\$96.83	\$79.62	\$29.05	\$205.50
IT Project Lead	\$65.77	\$54.08	\$19.73	\$139.58
IT Compliance Specialist	\$74.97	\$61.64	\$22.49	\$159.11
IT Finance Specialist	\$65.77	\$54.08	\$19.73	\$139.58
IT Procurement Specialist	\$57.68	\$47.42	\$17.30	\$122.41

Kittitas County Public Works

**Project TBD
AGREEMENT X-XXXXX**

**JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004**

FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Laboratory Supervisor	\$96.83	\$79.62	\$29.05	\$205.50
Laboratory Supervisor	\$57.68	\$47.42	\$17.30	\$122.41
Senior Land Surveyor	\$74.97	\$61.64	\$22.49	\$159.11
Land Surveyor	\$65.77	\$54.08	\$19.73	\$139.58
Senior Logistics	\$110.40	\$90.77	\$33.12	\$234.28
Logistics	\$50.71	\$41.69	\$15.21	\$107.62
Maintenance Manager	\$85.68	\$70.44	\$25.70	\$181.82
Senior Material Control	\$110.40	\$90.77	\$33.12	\$234.28
Material Control	\$50.71	\$41.69	\$15.21	\$107.62
Material Transportation	\$20.44	\$16.80	\$6.13	\$43.37
Senior Materials Discipline Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Materials Discipline Specialist	\$65.77	\$54.08	\$19.73	\$139.58
Senior Materials Engineering	\$96.83	\$79.62	\$29.05	\$205.50
Materials Engineering	\$65.77	\$54.08	\$19.73	\$139.58
Senior Mechanical Discipline Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Mechanical Discipline Specialist	\$65.77	\$54.08	\$19.73	\$139.58
Senior Mining Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Mining Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Network Engineer	\$74.97	\$61.64	\$22.49	\$159.11
Senior Non-Project Specialist	\$30.06	\$24.71	\$9.02	\$63.78
Non-Project Specialist	\$26.33	\$21.65	\$7.90	\$55.88
Senior Nuclear Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Nuclear Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Occupational Health	\$96.83	\$79.62	\$29.05	\$205.50
Occupational Health	\$74.97	\$61.64	\$22.49	\$159.11
Senior Office Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Office Engineer	\$57.68	\$47.42	\$17.30	\$122.41
Outside Sales	\$144.64	\$118.93	\$43.39	\$306.96
Parks and Recreation Manager	\$44.47	\$36.56	\$13.34	\$94.38
Parks Athletics Manager	\$34.22	\$28.13	\$10.26	\$72.61
Parks Grounds & Maintenance Manager	\$34.22	\$28.13	\$10.26	\$72.61
PC Support Technician	\$57.68	\$47.42	\$17.30	\$122.41
Photogrammetrist	\$44.47	\$36.56	\$13.34	\$94.38
Senior Pipeline Designer	\$85.68	\$70.44	\$25.70	\$181.82
Pipeline Designer	\$50.71	\$41.69	\$15.21	\$107.62

Kittitas County Public Works

**Project TBD
AGREEMENT X-XXXXX**

**JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004**

FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Pipeline Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Pipeline Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Piping Designer	\$85.68	\$70.44	\$25.70	\$181.82
Piping Designer	\$50.71	\$41.69	\$15.21	\$107.62
Senior Piping/MTO Drafting Designer	\$85.68	\$70.44	\$25.70	\$181.82
Piping/MTO Drafting Designer	\$50.71	\$41.69	\$15.21	\$107.62
Senior Piping Discipline Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Piping Discipline Specialist	\$65.77	\$54.08	\$19.73	\$139.58
Senior Piping Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Piping Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Process Architect	\$110.40	\$90.77	\$33.12	\$234.28
Process Architect	\$65.77	\$54.08	\$19.73	\$139.58
Senior Process Designer	\$85.68	\$70.44	\$25.70	\$181.82
Process Designer	\$50.71	\$41.69	\$15.21	\$107.62
Senior Process Discipline Specialist	\$110.40	\$90.77	\$33.12	\$234.28
Process Discipline Specialist	\$65.77	\$54.08	\$19.73	\$139.58
Senior Process Engineer	\$110.40	\$90.77	\$33.12	\$234.28
Process Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Process Safety Specialist	\$65.77	\$54.08	\$19.73	\$139.58
Process Safety Specialist	\$50.71	\$41.69	\$15.21	\$107.62
Production Control Analyst	\$74.97	\$61.64	\$22.49	\$159.11
Programmer/Analyst	\$85.68	\$70.44	\$25.70	\$181.82
Project Architecture	\$110.40	\$90.77	\$33.12	\$234.28
Senior Project Designer	\$85.68	\$70.44	\$25.70	\$181.82
Project Designer	\$50.71	\$41.69	\$15.21	\$107.62
Senior Project Engineer	\$85.68	\$70.44	\$25.70	\$181.82
Project Engineer	\$74.97	\$61.64	\$22.49	\$159.11
Senior Project Engineer Coordinator	\$85.68	\$70.44	\$25.70	\$181.82
Project Engineer Coordinator	\$74.97	\$61.64	\$22.49	\$159.11
Project Engineer Manager	\$125.85	\$103.47	\$37.76	\$267.08
Senior Project Specialist	\$30.06	\$24.71	\$9.02	\$63.78
Project Specialist	\$26.33	\$21.65	\$7.90	\$55.88
Public Information	\$85.68	\$70.44	\$25.70	\$181.82
Senior Qualification/Validation Documentation Specialist	\$85.68	\$70.44	\$25.70	\$181.82
Qualification/Validation Documentation Specialist	\$50.71	\$41.69	\$15.21	\$107.62

Kittitas County Public Works

**Project TBD
AGREEMENT X-XXXXX**

**JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004**

FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Qualification/Validation Field Specialist	\$85.68	\$70.44	\$25.70	\$181.82
Qualification/Validation Field Specialist	\$50.71	\$41.69	\$15.21	\$107.62
Senior Qualification/Validation Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Qualification/Validation Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Quality	\$110.40	\$90.77	\$33.12	\$234.28
Senior Quality Assurance	\$74.97	\$61.64	\$22.49	\$159.11
Quality Assurance	\$65.77	\$54.08	\$19.73	\$139.58
Senior Quantity Surveyor	\$96.83	\$79.62	\$29.05	\$205.50
Quantity Surveyor	\$65.77	\$54.08	\$19.73	\$139.58
Senior Radiological Services	\$96.83	\$79.62	\$29.05	\$205.50
Radiological Services	\$57.68	\$47.42	\$17.30	\$122.41
Senior Rail-Permanent Way Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Rail-Permanent Way Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Rail-Signaling Control Systems Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Rail-Signaling Control Systems Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Rail-Systems, RLG STK & OP Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Rail-Systems, RLG STK & OP Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Rail-Telecom Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Rail-Telecom Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Rail-Traction Power Supply Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Rail-Traction Power Supply Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Receptionist/PBX Operator	\$26.33	\$21.65	\$7.90	\$55.88
Regional Communications Manager	\$74.97	\$61.64	\$22.49	\$159.11
Regional Communications	\$50.71	\$41.69	\$15.21	\$107.62
Senior Regulatory Compliance Specialist	\$85.68	\$70.44	\$25.70	\$181.82
Regulatory Compliance Specialist	\$50.71	\$41.69	\$15.21	\$107.62
Senior Regulatory Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Regulatory Specialist	\$57.68	\$47.42	\$17.30	\$122.41
Resident Engineer	\$74.97	\$61.64	\$22.49	\$159.11
Senior Risk	\$144.64	\$118.93	\$43.39	\$306.96
Risk	\$85.68	\$70.44	\$25.70	\$181.82
Senior Rotating Equipment Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Rotating Equipment Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senior Safety	\$144.64	\$118.93	\$43.39	\$306.96
Safety	\$74.97	\$61.64	\$22.49	\$159.11

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Senior Technical Analyst	\$39.10	\$32.15	\$11.73	\$82.99
Senior Structural Discipline Specialist	\$96.83	\$79.62	\$29.05	\$205.50
Structural Discipline Specialist	\$65.77	\$54.08	\$19.73	\$139.58
SUI Practice Leader	\$74.97	\$61.64	\$22.49	\$159.11
SUI Investigator	\$44.47	\$36.56	\$13.34	\$94.38
Senior SuperIntendent	\$110.40	\$90.77	\$33.12	\$234.28
Superintendent	\$85.68	\$70.44	\$25.70	\$181.82
Senior Supervisor	\$96.83	\$79.62	\$29.05	\$205.50
Supervisor	\$74.97	\$61.64	\$22.49	\$159.11
Senior Survey	\$50.71	\$41.69	\$15.21	\$107.62
Survey	\$34.22	\$28.13	\$10.26	\$72.61
Systems Administrator	\$74.97	\$61.64	\$22.49	\$159.11
Technical Support Supervisor	\$50.71	\$41.69	\$15.21	\$107.62
Technical Aide	\$44.47	\$36.56	\$13.34	\$94.38
Technical Services Manager	\$125.85	\$103.47	\$37.76	\$267.08
Technical Writer/Editor	\$65.77	\$54.08	\$19.73	\$139.58
Technician	\$44.47	\$36.56	\$13.34	\$94.38
Telecom Technlcian	\$44.47	\$36.56	\$13.34	\$94.38
Telecom Administrator	\$74.97	\$61.64	\$22.49	\$159.11
Telecom Construction Manager	\$57.68	\$47.42	\$17.30	\$122.41
Telecom Project Manager	\$74.97	\$61.64	\$22.49	\$159.11
Senior Toxicology/Risk Assessor	\$96.83	\$79.62	\$29.05	\$205.50
Toxicology/Risk Assessor	\$57.68	\$47.42	\$17.30	\$122.41
Senior Training	\$96.83	\$79.62	\$29.05	\$205.50
Training	\$57.68	\$47.42	\$17.30	\$122.41
Senior Treatment Plant Operations	\$65.77	\$54.08	\$19.73	\$139.58
Treatment Plant Operations	\$50.71	\$41.69	\$15.21	\$107.62
Senior Tunnel Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Tunnel Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Senlor Vessel Designer	\$85.68	\$70.44	\$25.70	\$181.82
Vessel Designer	\$50.71	\$41.69	\$15.21	\$107.62
Senior Vessel Engineer	\$96.83	\$79.62	\$29.05	\$205.50
Vessel Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Warehouse Material Handler	\$23.10	\$18.99	\$6.93	\$49.02
Senlor Waste Water Engineer	\$96.83	\$79.62	\$29.05	\$205.50

Kittitas County Public Works
Project TBD
AGREEMENT X-XXXXX
JACOBS
600 108th Avenue NE, Suite 700
Bellevue, Washington 98004
FIELD BILLING RATES

Classification	Direct Labor Rate (DLR) NTE	Overhead (82.22%) x DLR NTE	Fee (30.00%) x DLR NTE	Fully Burdened Billing Rate NTE
Waste Water Engineer	\$65.77	\$54.08	\$19.73	\$139.58
Web Developer	\$74.97	\$61.64	\$22.49	\$159.11
Word Processor	\$39.10	\$32.15	\$11.73	\$82.99
Zoning & Permitting	\$57.68	\$47.42	\$17.30	\$122.41

Notes:
 Field Billing Rate Multiplier = 1.0(DLR) + 0.8222(Overhead) + 0.3000(Fee) = 2.1222 x DLR

Exhibit E

Sub-consultant Cost Computations

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

As per the SOQ and conversations with Kittitas County Contracting Officer the following Sub-Consultant information is attached

Watershed Science and Engineering cost information attached.

Aspect Consulting cost information attached.



**Washington State
Department of Transportation**

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

April 26, 2016

Watershed Science & Engineering
110 Prefontaine Place S, Suite 508
Seattle, WA 98104

Subject: Acceptance FYE 2015 ICR – Audit Office Review

Dear Mr. Larry Karpack:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2015 Indirect Cost Rate (ICR) of 167.60%. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms



April 25, 2016

TO: Erik Jonson, Contracting Services Manager

FROM: Schatzie Harvey, Agreement Compliance Audit Manager *SHV*

SUBJECT: Watershed Science & Engineering, Inc. Indirect Cost Rate
for Fiscal Year Ended December 31, 2015

We have completed our review of the Watershed Science & Engineering, Inc. Indirect Cost Rate for the above referenced fiscal year. We reviewed the documentation supporting the rate for compliance with criteria contained in the Federal Acquisition Regulations (FAR), Subpart 31.

Based on our review we are issuing this memo establishing the Watershed Science & Engineering Indirect Cost Rate for fiscal year ending December 31, 2015, at 167.60% of direct labor. Watershed Science & Engineering provided a FHWA Certificate of Final Indirect Costs indicating all costs included in the indirect cost rate schedule comply with FARs.

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006, or via email at harveys@wsdot.wa.gov.

Cc: Steve McKerney
File

Watershed Science & Engineering Inc.
ACTUALS NOT TO EXCEED TABLE (ANTE)
 Calendar Years 2017-2019 Kittitas County
 WSDOT approved OH and Profit (with Updated WSDOT OH April 2016)

Watershed Science and Engineering Inc. 110 Prefontaine Pl S, Suite 508 Seattle, WA 98104 Ph. (206) 521-3000								
Job Classification	Direct Labor		Overhead @ 167.60%		Fixed Fee @30%		All Inclusive	
	Low	High	Low	High	Low	High	Low	High
Senior Professional	\$66.00	\$73.00	\$110.62	\$122.35	\$19.80	\$21.90	\$196.42	\$217.25
Senior Engineer I	\$55.00	\$65.00	\$92.18	\$108.94	\$16.50	\$19.50	\$163.68	\$193.44
Senior Engineer II	\$40.00	\$48.00	\$67.04	\$80.45	\$12.00	\$14.40	\$119.04	\$142.85
Senior Geomorphologist	\$40.00	\$48.00	\$67.04	\$80.45	\$12.00	\$14.40	\$119.04	\$142.85
Staff Engineer	\$35.00	\$40.00	\$58.66	\$67.04	\$10.50	\$12.00	\$104.16	\$119.04
Junior Engineer	\$27.00	\$36.00	\$45.25	\$60.34	\$8.10	\$10.80	\$80.35	\$107.14
GIS Specialist	\$30.00	\$40.00	\$50.28	\$67.04	\$9.00	\$12.00	\$89.28	\$119.04
Technician/Drafter	\$20.00	\$30.00	\$33.52	\$50.28	\$6.00	\$9.00	\$59.52	\$89.28
Engineering Intern	\$15.00	\$25.00	\$25.14	\$41.90	\$4.50	\$7.50	\$44.64	\$74.40
Contract Administrator	\$30.00	\$35.00	\$50.28	\$58.66	\$9.00	\$10.50	\$89.28	\$104.16

Certification of Final Indirect Costs

Firm Name: Watershed Science & Engineering, Inc

Indirect Cost Rate Proposal: 167.60%

Date of Proposal Preparation (mm/dd/yyyy): 4/22/2016

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2015 - 12/31/2015

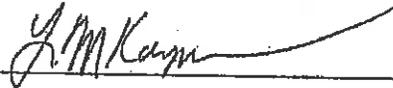
I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____



Name of Certifying Official* (Print): Larry Karpack

Title: Vice President

Date of Certification (mm/dd/yyyy): 4/25/2016

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/leasregs/directives/orders/44701a.htm>

Watershed Science and Engineering, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2015

Description	Financial Statement Amount	WSE Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor (billable and non-billable)	<u>\$458,845</u>				<u>\$458,845</u>	100.00%
Indirect Costs:						
Fringe Benefits						
Paid Time Off	\$96,148				\$96,148	20.95%
Payroll Taxes	62,070		(\$2,313)	L	59,757	13.02%
Health Insurance	75,780				75,780	16.52%
401-k Plan Match	27,602				27,602	6.02%
Total Fringe Benefits	<u>\$261,600</u>	<u>\$0</u>	<u>(\$2,313)</u>		<u>\$259,287</u>	<u>56.51%</u>
General Overhead						
Indirect Labor	\$218,434	(\$192)		A	\$218,242	47.56%
Labor Variance (and Uncompensated OT)	(4,480)	(70)		K	(4,550)	-0.99%
Incentive Bonus	149,331	(25,050)		B	124,281	27.09%
Rent	52,023				52,023	11.34%
Maintenance & Repairs	-				-	0.00%
Commuting and Parking	6,645				6,645	1.45%
Travel	2,691				2,691	0.59%
Travel - Meals	1,495				1,495	0.33%
Insurance	10,361				10,361	2.26%
Telephone	7,356				7,356	1.60%
Utilities	2,200				2,200	0.48%
Licenses	1,611				1,611	0.35%
Depreciation & Amortization	4,631				4,631	1.01%
Dues & Registrations	5,751	(48)		C	5,704	1.24%
Employee Train/Recruit/Moving	3,757				3,757	0.82%
Advertising	84	(84)		D	-	0.00%
Accounting, Payroll & 401K Services	4,587				4,587	1.00%
Legal Services	7,250				7,250	1.58%
Computer	10,686				10,686	2.33%
Supplies & Miscellaneous	815				815	0.18%
Equipment	-				-	0.00%
Employee Food and Water	1,991				1,991	0.43%
Employee Entertainment	5,784	(5,784)		E	-	0.00%
Gifts	65	(65)		F	-	0.00%
Printing and Reproduction	3,331				3,331	0.73%
Books and Periodicals	-				-	0.00%
Bank Charges (not interest)	250				250	0.05%
Interest and Late Charges	644	(644)		G	-	0.00%
Postage, Shipping, Delivery	188				188	0.04%
B&O Tax	41,815				41,815	9.11%
Income Tax	(4,839)	4,839		H	-	0.00%
Property Tax	1,096				1,096	0.24%

Watershed Science and Engineering, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2015

Description	Financial Statement Amount	WSE Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Penalties & Fines	4	(4)		I	-	0.00%
Business Development	1,260				1,260	0.27%
Charitable Donations	22,987	(22,987)		J	-	0.00%
Total General Overhead	<u>\$559,805</u>	<u>(\$50,088)</u>	<u>\$0</u>		<u>\$509,717</u>	<u>111.09%</u>
Total Indirect Costs & Overhead	<u>\$821,405</u>	<u>(\$50,088)</u>	<u>(\$2,313)</u>		<u>\$769,004</u>	<u>167.60%</u>
Indirect Cost Rate	179.02%	168.10%			<u>167.60%</u>	

Watershed Science and Engineering, Inc. - Reviewed & Accepted - 4/20/2016 DJA
"Indirect Cost Rate still subject to WSDOT Audit"

References

WSE Adjustments:

- A Unallowable advertising labor costs removed, including salary overhead per 48 CFR 31.205-1
- B Excess Compensation unallowable per 48 CFR 31.205-6(p)(3)(ii)
- C Unallowable lobbying costs removed per 48 CFR 31.205-22
- D Public relations and advertising unallowable per 48 CFR 31.205-1.
- E Entertainment unallowable per 48 CFR 31.205-14.
- F Gifts unallowable per 48 CFR 31.205-13(b)
- G Interest unallowable per 48 CFR 31.205-20.
- H Income taxes unallowable per 48 CFR 31.201-4
- I Penalties and fines unallowable per 48 CFR 31.205-15(a)
- J Charitable contributions unallowable per 48 CFR 31.205-8.
- K Firm reconciling labor adjustment per 48 CFR 31.201-4.

WSDOT Adjustments:

- L Directly associated payroll costs related to unallowable advertising and excess compensation
= \$2,313 unallowable per 48 CFR 31.201-6(a)



Washington State
Department of Transportation

Lynn Peterson
Secretary of Transportation

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 18, 2016

Aspect Consulting, LLC
350 Madison Avenue N
Bainbridge Island, WA 98110

Subject: Acceptance FYE 2015 ICR – CPA Report

Dear Ms. Trish Klimek:

We have accepted your firms FYE 2015 Indirect Cost Rate (ICR) of 199.36% based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by CPA Consulting, Inc.. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

- WSDOT Agreements
- Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms



July 15, 2016

TO: Erik Jonson, Contracting Services Manager

FROM: ^{JS}Jeri Sivertson, Assistant Audit Director

SUBJECT: Aspect Consulting, LLC. Indirect Cost Rate for
Fiscal Year Ended December 31, 2015

We accept the audit work performed by CPA Consulting, Inc. related to Aspect Consulting, LLC.'s Indirect Cost Rate for the above referenced fiscal year. CPA Consulting audited the Aspect Consulting indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA's audit, we are issuing this memo establishing the Aspect Consulting, LLC. Indirect Cost Rate for fiscal year ending December 31, 2015 at 199.36% of direct labor (rate includes 0.40% FCCM).

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006, or via email at harveys@wsdot.wa.gov.

Attachment

cc: Steve McKerney
File

Actuals Not to Exceed Table (ANTE)

**Aspect Consulting, LLC
 350 Madison Avenue N
 Bainbridge Island, WA 98110**

Job Classifications	Direct Labor Rate	Overhead 199.36	Fixed Fee 30%	All Inclusive Hourly
	NTE	NTE	NTE	Billing Rate NTE
Principal	\$ 69.67	\$ 138.89	\$ 20.90	\$ 229.47
Senior Associate	\$ 62.67	\$ 124.94	\$ 18.80	\$ 206.41
Associate	\$ 51.50	\$ 102.67	\$ 15.45	\$ 169.62
Senior	\$ 46.88	\$ 93.46	\$ 14.06	\$ 154.40
Senior Project	\$ 38.00	\$ 75.76	\$ 11.40	\$ 125.16
Project	\$ 34.88	\$ 69.54	\$ 10.46	\$ 114.88
Senior Staff	\$ 28.13	\$ 56.08	\$ 8.44	\$ 92.65
Staff	\$ 26.61	\$ 53.05	\$ 7.98	\$ 87.64
Technician	\$ 20.50	\$ 40.87	\$ 6.15	\$ 67.52
Construction Supervisor	\$ 24.75	\$ 49.34	\$ 7.43	\$ 81.52
Senior GIS/CAD Specialist	\$ 32.88	\$ 65.55	\$ 9.86	\$ 108.29
GIS/CAD Specialist	\$ 23.74	\$ 47.33	\$ 7.12	\$ 78.19
Senior Technical Editor	\$ 27.66	\$ 55.14	\$ 8.30	\$ 91.10
Technical Editor	\$ 25.61	\$ 51.06	\$ 7.68	\$ 84.35
Project Assistant	\$ 24.96	\$ 49.76	\$ 7.49	\$ 82.21

Certification of Final Indirect Costs

Firm Name: Aspect Consulting, LLC

Indirect Cost Rate Proposal: 199.36%

Date of Proposal Preparation (mm/dd/yyyy): 12/31/2015

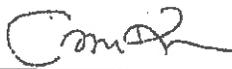
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): Jan. 1, 2015 to December 31, 2015

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief.

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: 

Name of Certifying Official* (Print): Trish Klimak

Title: Director of Firm Operations

Date of Certification (mm/dd/yyyy): 06/22/2016

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/teqsregs/directives/orders/44701a.htm>

ASPECT CONSULTING, LLC
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
DECEMBER 31, 2015

	General Ledger Balance	Portion Unallowable	FAR Reference	Proposed Audited Total	Percent of Direct Labor
DIRECT LABOR	\$ 2,783,429			2,783,429	
FRINGE BENEFITS					
Additional compensation	2,245,015	(1,077,966)	A, E 31.205-6(a),(f),(p)	1,167,049	
Qualified retirement plans	291,313	-		291,313	
Vacation, sick and holiday	510,252	-		510,252	
Payroll fringes	735,694	(36,875)	B,C,D 31.205-1,6(a),(m)	698,819	
	<u>3,782,274</u>	<u>(1,114,841)</u>		<u>2,667,433</u>	95.83%
GENERAL OVERHEAD					
Administrative salaries	1,357,878	(105,599)	P 31.205-1(f)(1)	1,252,279	
Proposal and business development labor	361,744	(212)	F 31.205-1(f)(1)	361,532	
Equipment, net billed	(65,684)	(15,209)	T 31.205-46(d)	(80,893)	
Rent and facility	465,065	(52,748)	G 31.205-36(b)(3)	412,317	
Travel, meals and entertainment	86,990	(56,117)	M, Q 31.205-13,14	30,873	
Advertising and business development	35,182	(35,182)	I 31.205-1,22	-	
Donations	22,637	(22,637)	J 31.205-8	-	
Supplies	222,163	(9,095)	H 31.205-13	213,068	
Outside professional services	259,413	(69,153)	K, L 31.205-41(b),27	190,260	
Computer and telephone	115,130	-		115,130	
Professional dues and employee training	100,976	(1,000)	U 31.205-1(f)(7)	99,976	
Depreciation, amortization, gain on sale	172,023	(3,039)	N 31.205-49	168,984	
Insurance	80,747	(11,040)	O 31.205-19(e)(2)(v)	69,707	
Taxes and licenses	235,203	(744)	R 31.205-15(a)	234,459	
Uncompensated overtime	(197,117)	-		(197,117)	
Other interest expense	8,189	(8,189)	S 31.205-20	-	
	<u>3,260,539</u>	<u>(389,964)</u>		<u>2,870,575</u>	103.13%
Total Fringe Benefits and General Overhead	\$ 7,042,813	\$ (1,504,805)		\$ 5,538,008	198.96%
Facilities Capital Cost of Money				\$ 11,191	0.402%

See accompanying notes.

ASPECT CONSULTING, LLC
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
DECEMBER 31, 2015

FAR References:

- A Unallowable return on investment
- B Taxes related to unallowable labor costs
- C Employee commuting benefit
- D Unallowable labor adjustment from prior years
- E Excess executive compensation and discretionary portion of performance bonus
- F Labor associated with unallowable business development activities
- G Unallowable related party rent expense
- H Unallowable employee gifts and entertainment cost (employee snacks)
- I Unallowable advertising and lobbying expense
- J Contributions
- K Federal income tax preparation fees
- L Unallowable legal fees for reorganization of the Company
- M Unallowable meals
- N Amortization of goodwill
- O Officer life insurance expenses
- P Unallowable public relations labor costs
- Q Travel costs that exceed government per diem rates
- R Unallowable penalties for late tax payments
- S Unallowable interest on financed owner unit purchase notes
- T No support for company versus personal use of vehicles
- U Costs of memberships in civic and community organizations

See accompanying notes.

NOTE E: FACILITIES CAPITAL COST OF MONEY (FCCM)

The Facilities Capital Cost of Money rate has been calculated in accordance with FAR Section 31,205-10; using average net book values of equipment and facilities multiplied by the average Treasury rates for the applicable period, as shown:

Beginning net capital assets, January 1, 2015	\$ 477,548
Ending net capital assets, December 31, 2015	<u>517,168</u>
Average Net Capital Assets	497,358
Average Treasury Rate	<u>2.250%</u>
Facilities Cost of Money	<u>\$ 11,189</u>
Direct Labor Base	<u>\$ 2,783,429</u>
FCCM Rate	<u>0.402%</u>

NOTE F: AUDITOR CONTACT

The person to contact relative to this engagement is:

Kristine L. Tryon
CPA Consulting, Inc., P.S.
Phone: (425) 401-5061

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.

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Exhibit G

Certification Documents

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

Agreement Number: KCPW2017-19ENV

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Jacobs Engineering Group, Inc
whose address is
600 108th Avenue NE, Bellevue, WA 98004
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 Kittitas County Department of Public Works 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.

Jacobs Engineering Group Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Feb 01 /17

Date

Agreement Number: KCPW 2017 - 2019

Exhibit G-1(b) Certification of Kittitas County Department of Public Works

I hereby certify that I am the:

Kittitas County Engineer

Other

of the Kittitas County Department of Public Works , and Jacobs Engineering Group, 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 Kittitas County Department of Public Works 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: KCPW2017-19ENV

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 statues 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.

Jacobs Engineering Group Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Feb 01 / 17

Date

Agreement Number: KCPW2017-19ENV

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.

Jacobs Engineering Group Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Agreement Number: KCPW2017-19ENV

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 Jacobs engineering Group Inc. * are accurate, complete, and current as of August 3, 2016 **

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: Jacobs engineering Group Inc.



Signature

Jacobs Operations Manager

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.

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Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

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

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

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ N/A

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

N/A

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.

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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.

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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.