

AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue South, Des Moines**

January 21, 2016 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Item 1: PANATTONI/GSA PRESENTATION

CONSENT AGENDA

Page 1 Item 1: TRANSPORTATION GATEWAY PROJECT: CONSTRUCTION CONTRACT AWARD AND CONSULTANT AGREEMENT SUPPLEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH 216TH STREET, SEGMENT 1-A BETWEEN 24TH AVENUE S AND SR99
Motion is to award the S 216th Street Segment 1-A (24th Avenue S to SR99) public works contract to SCI Infrastructure in the amount of \$3,409,446.18, which includes all Bid Schedules (A through D), and authorize the City Manager to sign said contract substantially in the form as submitted. I further authorize a contingency for the construction project of up to \$340,945 (10%) to cover unforeseen conditions and change orders as determined necessary by the Planning, Building and Public Works Director.

PUBLIC HEARING

Page 61 Item 1: COMBINED PUBLIC HEARING: DRAFT ORDINANCE VACATING DMCBP TRACT E RIGHT OF WAY AND DRAFT RESOLUTION AMENDING THE DMCBP MASTER PLAN AND APPROVING THE 2ND ADDENDUM TO THE AMENDED AND RESTATED SECOND DEVELOPMENT AGREEMENT FOR THE DES MOINES CREEK BUSINESS PARK
Staff Presentation: Planning, Building and Public Works Director
Dan Brewer

NEW BUSINESS

- Page 135 Item 1: 2016-2017 ON-CALL CONSULTANT AGREEMENTS FOR CIVIL
ENGINEERING SERVICES
Staff Presentation: Engineering Services Manager Brandon Carver
- Page 179 Item 2: PROFESSIONAL SERVICES CONTRACT FOR RECRUITMENT SERVICES
Staff Presentation: Human Resources Manager Maureen Murphy

NEXT MEETING DATE

February 4, 2016 City Council Study Session

ADJOURNMENT

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Transportation Gateway Project:
Construction Contract Award and
Consultant Agreement Supplement for
Construction Engineering and
Inspection Services for the S. 216th
Street, Segment 1-A between 24th
Avenue S. and SR99.

AGENDA OF: January 21, 2016

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: January 14, 2016

ATTACHMENTS:

1. Public Works Contract
2. Consultant Agreement Supplement No. 15
3. Contract Bid Tabulation and pre-award
correspondence letters
4. CIP Budget Worksheet

CLEARANCES:

- [X] Legal PB
 [X] Finance am
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works DB
 [] Police N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** Wm/ACM

Purpose and Recommendation:

The purpose of this item is to bring the construction contract (Attachment 1) for the Transportation Gateway Project –S. 216th Street Improvements (24th Avenue S to SR99) to Council for award approval and to seek Council approval of Transportation Gateway Project Consultant Agreement, Supplement #15 (Attachment 2) with KPG Consulting Engineers, Inc. for Construction Engineering and Inspection Services. Administration recommends that the Council concurrently award and approve the public works contract and the Consultant Agreement. The following motions will appear on the consent calendar:

Suggested Motions

Motion 1: “I move to award the S. 216th Street Segment 1-A (24th Avenue S. to SR99) public works contract, to SCI Infrastructure in the amount of \$3,409,446.18, which includes all Bid Schedules (A through D), and authorize the City Manager to sign said contract substantially in the form as submitted. I further authorize a contingency for the construction project of up to \$340,945 (10%) to cover unforeseen conditions and change orders as determined necessary by the Planning, Building and Public Works Director.”

Motion 2: “I move to approve Supplement #15 with KPG Consulting Engineers, Inc. for Construction Services necessary for the S. 216th Street Segment 1-A Improvements (24th Avenue S. to SR99) in the amount of \$503,870.46, bringing the total Agreement amount to \$4,479,511.48 and further authorize the City Manager to sign the contract supplement substantially in the form as submitted.”

Background

On March 26, 2009, the City Council approved a Consultant Agreement with KPG Consulting Engineers, Inc. (KPG) for the Transportation Gateway Project preliminary design phase for collective improvements on 24th Avenue South between South 216th Street and South 208th Street, as well as South 216th Street from I-5 to 18th Avenue South.

KPG was recommended as the most qualified team for this work based upon evaluation of five qualified firms who responded to an advertised RFP for professional services. This solicitation covered all aspects of design and construction including provisions that the project may be phased: preliminary design; final engineering plans, specifications and estimates (PS&E); right of way acquisition; as well as construction management and inspection services upon satisfactory work performance.

The design work for this project has been managed by supplemental agreements with KPG to advance the project from preliminary planning to final design stages including preparation of engineering documents for various segments of the Transportation Gateway Project. On November 29, 2009, based upon the preliminary design report recommendations and extensive citizen involvement, the Council selected an “offset alignment” and approved a supplemental agreement with KPG to conduct final PS&E and right of way acquisition services.

PS&E, environmental work and right of way acquisition processes followed approved Federal guidelines and City of Des Moines procedures. Per direction of the City Council and available local, state and federal funding, two segments of the project were constructed between 2013 and 2015: S. 216th, Segment 2 (between 24th Avenue S. and 18th Avenue S - closed out) and 24th Avenue South (between S. 216th Street and S. 208th Street - substantially complete). The Council also authorized agreements with KPG who successfully provided construction services for these two segments.

The subject of this agenda is the remaining S. 216th Street, Segment 1-A Improvement between 24th Avenue S. and SR99 (Pacific Highway S). WSDOT has certified that right of way was acquired consistent with FHWA procedures and construction agreements are in place with property owners. WSDOT has approved the channelization plans for revisions to the Pacific Highway South intersection. The City Council approved agreements with utilities to underground overhead utilities as part of the project as well as an agreement with King County Metro to relocate fiber optic and related equipment. PSE has relocated high voltage transmission line poles in advance of construction. Similarly, the City approved work by CenturyLink to relocate a fiber communications box that is in conflict with the project. A notice of intent was published on December 8, 2015 to secure a Washington State Department of Ecology Stormwater Permit with conditions that will be conveyed to the contractor.

Construction is proposed to be funded, in part, with local funds, state grants from the Washington State Freight Mobility Strategic Investment Board (FMSIB), the Washington State Transportation Improvement Board (TIB), funds from King County Metro to relocate ITS equipment as well as Comcast and CenturyLink. FMSIB and TIB have also made grant commitments to the City of SeaTac for connection of the 5 lane 28th/24th Avenue S. corridor to future SR509 and completes a south access to SeaTac Airport. Widening of S. 216th Street Segment 1-A completes this principal arterial at the

intersection with SR99 and provides principal arterial connections to the Green River Valley freight/industrial complexes and the I-5 south corridor. The remaining S. 216th Street Segment 1-B (SR99 to I-5) was not funded beyond the preliminary design stage and remains a long range project in the CIP.

On January 14, 2016 the TIB authorized award of a construction contract for S. 216th Street Segment 1-A. Based upon approved matching ratios and the low bid, TIB calculates that \$2,198,678 in state funds will be available for construction and construction engineering services. On January 12, 2016, WSDOT also signed a LA agreement obligating \$892,000 in FMSIB funds for construction and construction management services.

Discussion

Public Works Contract (Motion #1):

On December 10 and December 17, 2015, S. 216th Street, Segment 1-A Improvements were advertised for bids in the Seattle Daily Journal of Commerce. Staff also utilized the Builder's Exchange of Washington (an on-line plan center) to reach the majority of contractors and encourage the most competitive bidding atmosphere. Bids were publicly opened and read on January 12, 2016 by the City Clerk. A total of eleven (11) bids for the project were received. SCI Infrastructure is the apparent lowest responsive bidder at \$ 3,409,446.18 as noted in the proposed public works contract (Attachment 1).

Bids from the eleven (11) contractors are summarized below and in the bid tabulation.

BID Results

\$ 3,409,446.18	SCI Infrastructure (Apparent Low Bidder)
\$ 3,434,919.60	Rodarte Construction. Inc.
\$ 3,534,942.04	Scarsella Bros. Inc.
\$ 3,555,686.40	DPK, Inc.
\$ 3,558,581.39	Johansen Excavating Inc.
\$ 3,753,941.13	Gary Merlino Const. Co., Inc.
\$ 4,030,768.33	R.W. Scott Const. Co.
\$ 4,032,434.99	Ceccanti
\$ 4,134,103.07	Pacific Civil & Infrastructure
\$ 4,609,657.97	Tucci & Sons, Inc
\$ 4,719,442.45	Westwater Construction Company

The Engineer's Estimate was \$3,691,854.17.

The bid tabulation and pre-bid documentation, as well as the contractor qualifications and references, have been reviewed and KPG recommends award of the contract to SCI Infrastructure (Attachment 3).

The contractor will receive Notice to Proceed on this project as soon as possible after Council approval to award and receipt of all the necessary contract paperwork. The contractor will have 180 working days to complete this project, and construction is anticipated to begin in March, 2016.

Construction Engineering Services (Motion #2):

Outside construction engineering and inspection services are necessary to manage this large construction contract for the City and complete the Transportation Gateway Project's South 216th Street, Segment 1-A improvements. These services are proposed to be provided by KPG, the engineer of record for the project, as provided in a supplemental agreement to the Transportation Gateway Project engineering contract, Supplement #15 (Attachment 2). This is a supplement to the overall engineering contract executed in 2009 includes appropriate increases in hourly costs as well as decreases in indirect costs as reviewed and approved by WSDOT. Staff believes that KPG has satisfactorily met engineering expectations for the Transportation Gateway Project as originally envisioned in the solicitation for services and have demonstrated their qualifications for these services on other projects within the City of Des Moines and will be able to maintain valuable overall project history and consistency with the previous phases and segments of the Gateway project.

Construction administration and inspection services on this project are complex in that it must meet extensive City, TIB and WSDOT plans and specifications. Steel materials must conform to Buy America requirements and be certified. Requirements include ongoing inspection, monitoring and documentation of contractor compliance to prevailing wage rates, assurance that the contract meets federal requirements for the Americans for Disabilities Act. The city also requires that KPG maintain ongoing dialog with impacted businesses minimize the project construction impacts. Lack of accurate documentation and inspection could also result difficulties in negotiating final settlement with the contractor as well as potential reimbursement of State funds expended on the project. Staff believes KPG is capable of preparing required reports and working directly to ensure requirements are met.

Oversight of the contractor will also include, but is not limited to, conducting a pre-construction conference involving utilities and key stakeholders; working with property owners and businesses to coordinate construction and minimize impacts; preparing daily diaries documenting issues and progress in meeting construction schedule commitments; review and approval of proposed material submittals; responding to contractor requests for information to clarify construction requirements; preparing change orders and work instructions; engineer solutions to unforeseen problems; reviewing materials testing to meet specifications; and performing daily inspections to ensure quality workmanship. Tracking of actual quantities of work is required. KPG will recommend monthly pay estimates to reimburse the contractor and maintain record drawings. They will also assist the City in providing documentation in the event there are contractor claims that need be evaluated and resolved. At substantial completion, the consultant prepare a project punchlist of work to be finished and help guide the work into project closeout and final payment.

Utility coordination is a significant undertaking on this project. Distribution electrical and communication wires are being undergrounded in a joint utility trench, as depicted in project schedules B, C, and D, and the overhead is distribution systems will be converted. High voltage transmission lines have been relocated by PSE in accordance with plans developed by the consultant. KPG has demonstrated success with the City on the 16th Avenue South project, the S. 216th Street Sidewalk Project, and the Transportation Gateway Project (S. 216th Street, Segment 2 improvements and 24th Avenue S improvements), by developing a team approach in working with the City, contractor, utilities and neighboring properties. Staff is also confident that KPG will provide the oversight to coordinate traffic control through the project so it can advance smoothly and minimize delay. The City's experience with this consultant has demonstrated that they are able to expedite construction, avoid expensive contractor delays and closed out projects on time and within budget.

The City's past experience for Construction engineering and inspection services indicates that fees for these services generally run between 14% and 20% of the estimated cost of road construction. KPG's fee is estimated at \$503,870.46 or 14.7% of the S. 216th Street, Segment 1-A apparent low construction bid which is reasonable given past practices for roadway construction. Of the total estimate amount, approximately \$2,985 is to be paid by King County Metro for coordination and inspection of improvements within the project. Listed below for comparison are recent construction contracts and approximate CM fee ratios:

<u>Year</u>	<u>Project</u>	<u>Firm</u>	<u>Cost</u>	<u>Fee Ratio</u>
2006	*PAC HWY	Ceccanti Construction	\$ 11,171,333	
		CH2M HILL	\$ 1,613,397	14%
2008	16TH AVE SOUTH	Scarcella Construction	\$ 6,013,708	
		KPG/DMJM Harris	\$ 877,491	15%
2011	*DM CREEK TRAIL	Archer Construction	\$ 921,298	
		INCA (TetraTech)	\$ 424,926	22%
2012	*NORTH TWIN BRIDGE	CA Carey Construction	\$ 1,623,140	
		EXELTECH	\$ 608,364	37%
2012	SOUTH 216TH PH 4	TUCCI & SONS	\$ 2,216,391	
		KPG	\$ 439,612	20%
2014	SOUTH 216 th , Seg. 2	SCI, Inc	\$ 4,851,767	
		KPG	\$ 559,923	11.5%
2015	*24 th Avenue S	DPK, Inc	\$ 5,234,007**	
		KPG	\$ 796,332	15.2%

*Indicates a Federally Funded Project. Typically there is more project documentation and testing required by FHWA and therefore construction management costs are often higher as a percentage of the overall construction costs.

**Substantial Completion

Alternatives

The Council could choose to reject all bids, and not award the contract as well as postpone future efforts to implement the Transportation Gateway project. Attempting to restart this work a later time would be costly and would involve revisiting agreements and engineering details. Delay may also jeopardize State funding for the project as FMSIB and TIB obligated funds for this contract based upon timely expenditure of limited federal funds. Rejection is not recommended by staff as the bids that were received for the project are very good, many of which were below the engineer's estimate. In fact, the bid by SCI Infrastructure was \$282,408 below the engineer's estimate.

It is recommended that the City simultaneously award the public works contract with the KPG construction engineering supplemental agreement. The City does not have the staff resources or expertise to manage a construction project of this magnitude. KPG, the engineer of record, will need to be involved whether or not they provide construction inspection and management services. The most effective and responsive approach would be to engage them directly to oversee the contractor and the interest of the City.

Financial Impact

A copy of the 2016-2021 project budget worksheets from the Transportation CIP is provided as Attachment 4.

There are a number of funding partners for the construction and construction engineering phase including agreements with utilities (\$115,000), King County (\$29,849), the Washington State Freight Mobility Strategic Investment Board (\$892,000) and the Washington State Transportation Improvement Board (\$2,198,678 - up to \$2.8 million authorized). Revenues are consistent with the 2016-2021 budget estimates including full funding for administration, construction, construction engineering/inspection and contingency.

Recommendation or Conclusion

Staff recommends accepting the apparent low bid for the project and awarding the public works contract to SCI Infrastructure. Staff also recommends approval of Supplement #15 with KPG for CM and Inspection Services.

Concurrence

The Legal, Finance, Planning, Building and Public Works Departments concur.



PUBLIC WORKS CONTRACT
between CITY OF DES MOINES and

SCI INFRASTRUCTURE, LLC

THIS AGREEMENT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and **SCI Infrastructure, LLC** organized under the laws of the State of **Washington**, located and doing business at **2825 S 154th Street, Seattle, WA 98188; (206) 242-0633; Mark Scoccolo** (hereinafter the "Contractor").

AGREEMENT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the following services for the City in accordance with the following described plans and/or specifications:

Transportation Gateway Project South 216th Street – Segment 1A

- Widening roadway and constructing curb, gutter, and sidewalk along both sides of South 216th Street from 24th Avenue South to SR 99
- Clearing, grubbing, roadway and structure excavation
- Paving with hot mix asphalt and cement concrete
- Constructing storm drainage improvements
- Adjustment of surface utilities to grade
- Installing lane markers, signs, and other channelization
- Overhead utility conversion
- Providing irrigation, landscaping, fencing, and property restoration
- Installation of illumination and traffic signal systems
- Construction of Structural Earth Walls with Concrete Block Facing
- Construction of Soldier Pile Wall and fascia
- And all incidental items necessary to complete the Work as described in the Plans

The contractor agrees to furnish all materials, tools, labor, equipment, and other incidentals, and to perform all services and work as described in this Agreement and the contract documents, which consist of this Agreement and the following items, which are by this reference incorporated herein:

Standard Specifications for Road, Bridge and Municipal Construction, 2014 prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter

This is a Public Works Project which is subject to Prevailing Wage and Sales Tax rules. A current City of Des Moines Business License is required for all contractors and subcontractors that perform work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed. Retainage will be withheld.

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Amendments to the Standard Specifications

Exhibit D: Special Provisions

Appendix A: Standard Plans

Appendix B: Prevailing Wage Rates

Appendix C: RCW 19.122

Appendix D: Geotechnical Report (Select Sections)

Appendix E: Franchise Utility Standard Plans and Details

Appendix F: Construction Stormwater General Permit

- a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.
- b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.
- c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

(i) The Standard Specifications of the Washington State Department of Transportation (WSDOT) (2014 edition);

(ii) The American Public Works Association (APWA) (current edition);

- (iii) The Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
 - (iv) The Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
 - (v) The American Water Works Association Standard (AWWA) (current edition), and;
 - (vi) Any changes in the Work in accordance with the Contract Documents.
- d. Any inconsistency in the parts of the Contract and the documents referenced in Section I (c) above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Terms and provisions of the Contract,
 2. Addenda,
 3. Proposal Form,
 4. Special Provisions, including APWA General Special Provisions, if they are included.
 5. Contract Plans,
 6. Amendments to the Standard Specifications,
 7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
 8. Contracting Agency's Standard Plans (if any), and
 9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in the Plans and Specifications attached hereto or incorporated herein by reference will begin within 10 days of issuance of the Notice to Proceed for this project. The Contractor shall complete the Work described in Section I within **[180] working days** based upon the start date specified in the Notice to Proceed for this project. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed **\$3,409,446.18**, which includes any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Section I is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis. The Contractor's Record Drawings, per the Contract Provisions, for the Work completed each week shall be attached to each monthly progress payment request submitted by the Contractor. The monthly progress payment requests submitted by the Contractor will not be considered complete without the required Record Drawings. The City will make progress payment within 45 days after receipt of the Contractor's complete progress request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 20 calendar days upon entering into this Contract, through a bonding company meeting standards established by the City.

B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.

C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Agreement for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Agreement.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Agreement.

If the City terminates this Agreement for good cause, the Contractor shall not receive any further money due under this Agreement until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$2,841.21** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work.

The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. HOURS OF LABOR. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq., the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

XI. WORKERS' COMPENSATION. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

Upon completion of the work, and prior to project closeout, the City may execute a 'CLEAR-ALL' change order to increase the final budget authority to include the field recorded increased and decreased unit bid quantities throughout the project. This 'CLEAR-ALL' change order increases the budget authority to match the actual amount earned and paid to the Contractor and represents the difference between the Additional Amount Earned Over Original Contract and Increased Budget Authority From Approved Project Change Orders. ***This is merely an accounting tool, and does not adjust the total contract time, or authorize additional payment to the Contractor***

XIII. CLAIMS. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this Section provides. A change order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

If in disagreement with anything required in a change order, another written order, or an oral order from the Engineer, including any direction, instruction, interpretation, or determination by the Engineer, the Contractor shall:

1. Immediately give a signed written notice of protest to the Project Engineer or the Project Engineer's field Inspectors before doing the Work;
2. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:
 - a. The date and nature of the protested order, direction, instruction, interpretation, or determination;
 - b. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the protest;
 - c. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined;
 - d. An analysis of the project schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and
 - e. If the protest is continuing, the information required above shall be supplemented upon request by the Project Engineer until the protest is resolved.

Throughout any protested Work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records related to the protested Work as determined by the Engineer.

The Engineer will evaluate all protests provided the procedures in this Section are followed. If the Engineer determines that a protest is valid, the Engineer will adjust payment for Work or time by an equitable adjustment in accordance with WSDOT Standard Specifications Section 1-09.4. Extensions of time will be evaluated in accordance with WSDOT Standard Specifications Section 1-08.8. No adjustment will be made for an invalid protest.

If the Engineer determines that the protest is invalid, that determination and the reasons for it will be provided in writing to the Contractor. The determination will be provided within 14 calendar days after receipt of the Contractor's supplemental written statement (including any additional

information requested by the Project Engineer to support a continuing protest) described in Item 2 above.

If the Contractor does not accept the Engineer's determination then the Contractor shall pursue the dispute and claims procedures set forth in WSDOT Standard Specifications Section 1-09.11. In spite of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

By failing to follow the procedures of WSDOT Standard Specifications Sections 1-04.5 and 1-09.11, the Contractor completely waives any claims for protested Work.

XIV. LIMITATION OF ACTIONS. Contractor must, in any event, file any lawsuit arising from or connected with this Contract, within 120 calendar days from the physical completion date issued by the Engineer or Contractors' ability to file that claim or suit shall be forever barred. This section further limits any applicable statutory limitations period.

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XVII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The indemnification required for the Work is contained in Exhibit D (Special Provisions) Section 1-07.18(6).

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to

property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Contract.

XVIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

The scope of insurance required for the Work is contained in Exhibit D (Special Provisions) Section 1-07.18.

A. MINIMUM SCOPE OF INSURANCE

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. MINIMUM AMOUNTS OF INSURANCE

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. OTHER INSURANCE PROVISIONS

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing insurance of the Contractor before commencement of the work.

F. SUBCONTRACTORS

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

G. NOTICE OF CANCELLATION

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. FAILURE TO MAINTAIN INSURANCE

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XX. BONDS - SEPARATE PAYMENT AND PERFORMANCE BOND REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bonds, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XXI. DEBARMENT. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall

bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

G. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

J. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, then the order of precedence shall be in accordance with Section I c of this Contract.

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONTRACTOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF DES MOINES: By: _____ (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: _____ Approved as to Form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: CONTRACTOR: Mark Scoccolo SCI Infrastructure, LLC 2825 S. 154th Street Seattle, WA 98188 (206) 242-0633 (telephone) (206) 242-0792 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Scott J. Romano City of Des Moines 21650 11th Avenue South Des Moines, WA 98198 (206) 870-6539 (telephone) (206) 870-6596 (facsimile)

Separate Performance and Payment Bonds

PUBLIC WORKS PAYMENT BOND
to City of Des Moines, WA

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Name, address, and telephone of local office/agent of Surety Company is:

**PERFORMANCE BOND
to City of Des Moines, WA**

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Name, address, and telephone of local office/agent of Surety Company is:

THIS PAGE LEFT INTENTIONALLY BLANK



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>15</u>		Organization and Address KPG 753 9th Avenue North Seattle, WA 98199	
Original Agreement Number		Phone: 206-286-1640	
Project Number	Execution Date 3/26/2009	Completion Date 12/31/2016	
Project Title Transportation Gateway Project	New Maximum Amount Payable \$ 4,479,511.48		
Description of Work Construction Services for: City of Des Moines Transportation Gateway Project - S 216th Street, Segment 1A			

The Local Agency of the City of Des Moines
desires to supplement the agreement entered into with KPG
and executed on 3/26/2009 and identified as Agreement No. _____
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Provide Construction Services for S 216th Street - Segment 1A in accordance with Exhibit A-15.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Time for completion shall be December 31st, 2016.

III

Section V, PAYMENT, shall be amended as follows:

Cost for work shall not exceed \$503,870.46 as shown on Exhibit E-15 without authorization from the City. Hourly rates, overhead, and fixed fee shall be in accordance with Exhibit E-15 and attached WSDOT acceptance of 131.49% ICR.
and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Nelson Davis, KPG

Consultant Signature

By: City of Des Moines

Approving Authority Signature

Date

EXHIBIT A-15
City of Des Moines
Transportation Gateway Project
Scope, Hour and Fee Estimate
January 8, 2016
Supplement 15 – Construction Services
South 216th Street – Segment 1A

This work will provide construction management services for the construction contract to complete the Transportation Gateway Project South 216th Street – Segment 1A (hereinafter called “Project”). These services will include project management, inspection, materials testing, public involvement, and contract administration during the construction of the project, as detailed below. KPG (“Consultant”) will provide to the City of Des Moines, Washington (“City”) construction management and engineering services for the project. A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

Assumptions:

- The **proposed project team** will include a part-time project manager, a part-time project engineer, a part-time documentation specialist, one full-time inspector during construction activities, necessary sub-consultants to provide services for materials testing, and other supporting tasks as deemed necessary. The level of services is based on a project duration of approximately 9 months, or **180 working days**. It is anticipated that full time site observation will be required for the entire duration of construction and that supplemental observation will be necessary for specialized work elements such as urban design, landscaping, signals, and illumination.
- Services will be performed in accordance with the Local Agency Guidelines (LAG), the interlocal Agreements between Highline Water District, PSE, CenturyLink, and Comcast (“Utilities”) and the City of Des Moines, and the WSDOT Construction Manual.
- For work on Utility Schedules, the Consultant will coordinate with the Utilities as lead in directing the work of the Contractor as per the terms of the Interlocal Agreement between the Utilities and the City of Des Moines. The Utilities will provide field inspection for all work surrounding the construction of the utility systems, as outlined in the bid documents. The Consultant will provide only administrative support for inspection and field duties relating to the

Utilities work. Simultaneous work may be ongoing with roadway improvements, requiring separate observation and management by the Consultant.

- Services considered incidental to this work include management of temporary construction licenses secured by the City. The consultant will also direct the work of the Contractor consistent with said licenses as well as the terms of any easements secured for project improvements.
- **Hours of work.** Work is anticipated to take place during daylight hours on a single shift of 8 hours per day, 5 days per week. No night or weekend work is anticipated as part of this scope of services.
- **Field office:** It is recognized that the Contractor will provide a field office and other items for use by field staff. Other items and supplies may be needed for the field office, including marking paint, and other items, which will be invoiced.

II. SCOPE OF WORK

TASK 1 – MANAGEMENT/COORDINATION/ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- Review monthly expenditures, prepare invoice and submit project progress letter to the City.

TASK 2 – PRECONSTRUCTION SERVICES

Preconstruction Conference: The Consultant will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices. The Consultant's project manager, project engineer, document specialist, and inspector will attend the preconstruction conference. The Consultant will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.

Preconstruction Photos: Preconstruction photographs will include existing condition of the project right-of-way, and all relevant buildings adjoining the site. Photos will be cataloged as to their location, date, and other relevant information. Consultant will provide one set of preconstruction photographs to the City in digital format.

TASK 3 – CONSTRUCTION SERVICES

Field Services:

The Consultant shall provide the services of one part-time project engineer, full-time inspector, part-time documentation specialist, and other tasks necessary to monitor the progress of the work. Construction staff shall oversee the following items of Work, on the project site, and will observe the technical progress of the construction, including providing day-to-day contact with the Contractor and the City.

The Utilities will provide inspection for work associated with the Utility Schedules; however, the Consultant shall direct the work of the Contractor as provided under the agreements between the City and the Utilities. By providing inspection oversight, the Consultant shall assume no responsibility for proper construction techniques or job site safety.

The presence of the Consultant's personnel at the construction site is for the purpose of providing to the City a greater degree of confidence that the completed work will generally conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the construction Contractor(s). The Consultant's personnel shall act in accordance with Section 1-05.1 and 1-05.2 of the current WSDOT Standard Specifications. The Consultant will endeavor to protect all parties against defects and deficiencies in the work of the Contractor(s), but cannot guarantee the Contractors' performance and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the work performed by the construction contractor(s) and any subcontractors.

Field inspection staff will perform the following duties as a matter of their daily activities:

- i. Prepare **daily construction reports** detailing the contractors operations performed for each day the Contractor is on site; measure the quantities of materials installed, log equipment and staff used, and other associated information. The Utilities will provide measurement and payment information to the Consultant for development of monthly progress payments.
- ii. Respond to questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the Contractor, including response to related questions from adjacent property owners and the general public.
- iii. Prepare **field records and documents** to help assure the project is administered in accordance with funding requirements.
- iv. Provide periodic **photographs** during the course of construction. Photographs will be in digital format and cataloged by date. A series of post construction photographs will also be provided to the City in digital format.
- v. Coordinate with the contractor-provided surveyor and verify general adequacy of surveying provided.
- vi. Coordinate with the City's and/or WSDOT's utility and traffic signal operations and maintenance personnel.

Materials Testing: Coordinate and manage materials testing sub-consultants for construction services, who will provide materials testing services as required, up to \$20,000. Coordinate the work of the materials testing technicians and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and address deficiencies. Frequency of testing shall be as prescribed in the WSDOT Construction Manual.

Substantial Completion: Upon substantial completion of work, coordinate with the City and other affected agencies, to perform a project inspection and develop a comprehensive list of deficiencies or 'punchlist' of items to be completed. A punchlist and Certificate of Substantial Completion will be prepared by the Consultant and issued by the City.

Verification Survey: The Contractor shall provide construction staking for the project with the exception of those items listed below. Control has been provided in the bid documents. No construction staking has been provided as part of this scope. A total of 36 hours of crew time are included in the estimated costs for spot check verification survey if required.

Office Support Services

Document Control. Original documentation will be housed at the Consultant's office, and filed in accordance with standard filing protocol. A copy of working files will be maintained in the field office.

Project Coordination: Liaison with City on a regular basis to discuss project issues and status. Coordinate with utilities, and community outreach issues.

Plan Interpretations: Provide technical interpretations of the drawings, specifications, and contract documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.

Weekly Meetings: Lead weekly meetings, including preparation of agenda, meeting minutes, and distribution of minutes to attendees. Outstanding issues to be tracked on a weekly basis.

Initial Schedule Review: Perform detailed schedule review of contractor provided CPM for conformance with the contract documents.

Monthly Pay Requests: Prepare monthly requests for payment, review with the City and contractor and approve, as permitted. Utilize City provided format for pay estimates, or Consultant format. The Utilities to provide quantities for payment for work associated with Utility Schedules.

Monthly Schedule Review: At the monthly cutoff, review contractor's updated schedule and compare with field-observed progress, as described in Section 1-08 of the Special Provisions. In addition, perform schedule analysis on contractor provided CPM updates and review schedule for delays and impacts. Coordinate with Contractor in the development of recovery schedules, as needed, to address delays caused by either events or issues within the Contractor's control or other events or issues beyond the Contractor's control.

Submittals: Coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Key submittals to be transmitted to the City for their review and approval. Submittals shall be logged and tracked.

Request for Information (RFI): Review and respond to RFI's. RFI's shall be logged and tracked.

Record of Materials (ROM): Develop ROM for use on the project, based on the contract specifications and WSDOT/LAG requirements.

Change Orders: Develop change orders, provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. A total of 600 man-hours have been included in the cost for services.

Property Owner Matrix: Develop a matrix of property owners that will document commitments to each property owners, property restoration, and other related impacts.

Community Communication: The Consultant shall serve as the primary contact for public inquiries about the project including introduction and providing contact information to the principals of abutting properties. The Consultant will develop responses to inquiries within 24 hours. The Consultant will produce and distribute monthly e-mails with updated project information. The consultant will develop and regularly maintain a communications log that documents all inquiries and their resolution. This will include utilizing the answering machine (inspector cell phone) to collect phone calls from the public, and responding to inquiries. All calls will be recorded in a phone memorandum. Three project flyers will be prepared as part of the community communication. The flyers will be mailed by the City and prepared by the Consultant.

Project Website Assistance: The Consultant shall develop draft text for the project website and provide regular updates of the project schedule and progress every month. These updates will be provided in e-mail format with four pictures per update to document progress. The City will host and post updates to the project website. Information on traffic control impacts to local residents can be included as part of the project update.

Cost Projections: Prepare up to two cost projections for the project. Projections to be based on the current amount paid to date, pending change orders, quantity projections, and other information.

TASK 4 – PROJECT CLOSEOUT / RECORD DRAWINGS

Record Drawings: Review record drawings prepared by the Contractor and Utilities, and prepare a conformed set of project record drawings based on Contractor provided information and from inspection notes. Record drawings to be verified on a monthly basis, as part of the progress payment to the Contractor. Upon project completion, contractor provided markups will be verified for completeness and supplemented with inspection information. The Consultant will prepare record drawings for Schedule A in AutoCAD format based on construction records provided by the Contractor. Electronic and full size mylar record drawings will be provided to the City.

Physical Completion Letter: Following completion of all punchlist work, prepare physical completion letter to the contractor, and recommend that City and/or Utilities accept the project.

Project Closeout: Transfer all project documents to the City for permanent storage. Assist with backup data for City closeout of grant and utility agreements.

Management Reserve:

The services described under this task, and any other additional services requested by the City, will be performed only when authorized by the City. Authorization to perform additional services will be in the form of a supplement to this agreement, specifying the work to be performed, and basis of payment. A total of \$10,000 has been included in the cost for services as a placeholder.

- Produce traffic advisories and other news releases at project milestones.

- Provide any additional services resulting from changes in scope or design of the project. Changes include, but are not limited to, changes in size, complexity, the schedule, character of construction, or method of financing.
- Preparation of award submittal for APWA, ASCE, and other agencies.
- Provide claims analysis and assistance in resolving claims that are protracted in nature and beyond the scope of the change order process described herein.
- Ribbon Cutting Ceremony: Conduct a ribbon cutting ceremony that provides information about the project elements and schedule, and that provides information about how to stay informed through the project. Handouts to be prepared for this task. Refreshments, tables, and other necessary items to be provided by the Consultant.
- Media Relations: Produce and distribute periodic press releases at key milestones about the project and its progress. Meet with press to help develop stories about the project.
- Other activities deemed necessary by the City.

III. DELIVERABLES

- i. Preconstruction Conference minutes
- ii. Preconstruction meeting agenda and minutes (Draft and Final)
- iii. Daily Reports
- iv. Test Reports
- v. Construction Photographs – 1 set, including preconstruction photographs
- vi. Weekly meeting minutes
- vii. Certificate of Substantial Completion with punchlist
- viii. Monthly contractor pay requests
- ix. Cost projections
- x. Physical completion letter and recommendation of final acceptance letter
- xi. Public involvement literature and record of public comments
- xii. All project records at the completion of the contract, including submittals, RFI's, change orders, correspondence, and other information.
- xiii. Construction flyers
- xiv. Project website initial language and monthly updates
- xy. Record Drawings

Exhibit E-15**Consultant Fee Determination**

Project Name: City of Des Moines
 S 216th Street Segment 1A
 Supplement 15
 Construction Services

Consultant: KPG

COST PLUS FIXED FEE

<u>Classification</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
Project Manager	548	\$	72.11	\$	39,516
Senior Engineer	40	\$	60.10	\$	2,404
Project Engineer	80	\$	45.67	\$	3,654
Design Engineer	184	\$	38.46	\$	7,077
CAD Technician	188	\$	31.25	\$	5,875
Construction Inspector	1,692	\$	38.46	\$	65,074
Construction Inspector (nighttime)	0	\$	40.00	\$	-
Survey Crew	36	\$	60.00	\$	2,160
Document Specialist	1,264	\$	39.42	\$	49,827
Office Admin	124	\$	26.92	\$	3,338
Total Direct Salary Cost (DSC)	4,156				\$178,925
Overhead (131.49% x DSC)					\$235,268.22
Fixed Fee (30% x DSC)					\$53,677.44
				Subtotal:	\$467,870.46

REIMBURSABLES

Construction Vehicles (8 months @ \$750)	\$6,000
Miscellaneous - Mileage, Repro, Field Supplies	\$10,000
Subtotal:	\$16,000

SUBCONSULTANT COSTS

Material Testing Allowance	\$20,000
Subtotal:	\$20,000

TOTAL **\$ 503,870.46**



**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 6, 2015

KPG, Inc.
753 - 9th Avenue N
Seattle, WA 98109-4309

Subject: Acceptance FYE 2014 ICR – Risk Assessment Review

Dear Mr. Jason Fritzler:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2014 ICR of 131.49%. 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
For ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kal



Washington State
Department of Transportation

Memorandum

May 13, 2014

TO: Stacie Kelsey, Local Programs

FROM: Martha Roach, Agreement Compliance Audit Manager **MR**

SUBJECT: KPG, Inc. Indirect Cost Rate for fiscal year end December 31, 2013.

We have completed our desk review of KPG, Inc. Indirect Cost Rate for the above referenced fiscal year. The review was completed at the request of WSDOT Northwest Region Local Programs. We reviewed the documentation supporting the rate for compliance with criteria contained in the Federal Acquisition Regulations (FAR), Subpart 31. Our review included a site visit to the firm.

Based on our review we are issuing this memo establishing KPG, Inc. Indirect Cost Rate for fiscal year ending December 31, 2013, at 131.49% of direct labor (rate includes 0.14% Facilities Cost of Capital). KPG, Inc. provided a FHWA Certificate of Final Indirect Costs indicating all costs included in the indirect cost rate schedule are in compliance with Federal Acquisition Regulations (FAR), Subpart 31.

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 roachma@wsdot.wa.gov.

Cc: Steve McKerney
File

Certification of Final Indirect Costs

Firm Name: KPG, Inc.

Indirect Cost Rate Proposal: 131.49 %

Date of Proposal Preparation (mm/dd/yyyy): 03/11/2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/13 to 12/31/2013

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): 05/12/2014

*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/legsegs/directives/orders/44701a.htm>

KPG, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2013

Description	Financial Statement Amount	KPG Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	<u>\$2,995,989</u>	\$11,000		A	<u>\$3,006,989</u>	100.00%
Indirect Costs:						
Fringe Benefits						
Vacation Pay	\$280,666	\$1,719		B	\$282,384	9.39%
Sick Pay	118,058	191		C	118,249	3.93%
Holiday Pay	177,603	334		D	178,137	5.92%
Payroll Taxes	450,022				450,022	14.97%
Health Insurance	280,484				280,484	9.33%
Workers' Comp. Insurance	9,344				9,344	0.31%
Profit Sharing (401-k)	28,606				28,606	0.95%
Bonus	175,050		(\$175,050)	O	0	0.00%
Commuter Passes	3,930				3,930	0.13%
Total Fringe Benefits	<u>\$1,523,765</u>	<u>\$2,443</u>	<u>(\$175,050)</u>		<u>\$1,351,157</u>	<u>44.93%</u>
General Overhead						
Indirect Labor	\$986,393	\$28,770		B	\$1,015,163	33.76%
Bid & Proposal Labor	302,427				302,427	10.06%
Business Licenses	2,017				2,017	0.07%
Life Insurance (Key Person)	18,593	(18,593)		F	(0)	0.00%
Disability Income Protection	53,620				53,620	1.78%
Auto Allowances	46,981		(\$46,981)	P	0	0.00%
Professional Development	17,698		(708)	Q	16,982	0.56%
Professional Registrations	5,425		(355)	R	5,070	0.17%
Employee Welfare	38,888	(21,429)	(3,837)	G, S	13,623	0.45%
Recruitment	832	(832)		H	0	0.00%
Outside Temp Services	2,052				2,052	0.07%
Payroll Services	2,741				2,741	0.09%
Rent	547,488	(331,471)		I	216,017	7.18%
Utilities	37,005				37,005	1.23%
Janitor	28,990				28,990	0.96%
Repairs & Maintenance	70,173				70,173	2.33%
IT Repairs & Maintenance	4,790				4,790	0.16%
Lease Expense	564				564	0.02%
Office Supplies	93,852		(2,948)	T	90,904	3.02%
Copier & Plotter Supplies	13,660				13,660	0.45%
IT Computer Supplies	13,962				13,962	0.46%
Printing & Reproduction	(1,842)				(1,842)	-0.06%
Publications	2,404				2,404	0.08%
Memberships & Organizations	13,465		(3,160)	U	10,305	0.34%
Accounting & Legal	10,896	(9,125)		J	1,771	0.06%
Bank Charge	1,004				1,004	0.03%
Late Charges	36	(36)		K	(0)	0.00%
Telecommunications	112,323				112,323	3.74%
Postage & Delivery	4,330				4,330	0.14%
IT Lease Expense	100,892				100,892	3.36%
Auto Maintenance & Registration	27,410		(27,410)	V	(0)	0.00%
Parking & Tolls	12,878				12,878	0.43%
Travel	10,518		(1,145)	W	9,372	0.31%
Meals	43,194		(43,194)	X	0	0.00%
Business Insurance	87,151				87,151	2.90%
Interest	11,468		(11,468)	Y	0	0.00%
Business Taxes	231,073				231,073	7.68%
Marketing Reproduction	232	(232)		L	0	0.00%
Website Development & Maintenance	1,900				1,900	0.06%
Business Entertainment	3,303	(3,303)		M	0	0.00%
Conferences	15,774		(600)	Z	15,174	0.50%
Marketing Travel	1,114	(1,114)		L	0	0.00%
Marketing Meals	8,084	(8,084)		L	0	0.00%
Political Contributions/ Public Relations	6,000	(6,000)		L	0	0.00%
Charitable Donations	4,994	(4,994)		N	0	0.00%

KPG, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2013

Description	Financial Statement Amount	KPG Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Depreciation	120,171				120,171	4.00%
Total General Overhead	\$3,116,912	(\$376,441)	(\$141,806)		\$2,598,665	86.42%
Total Indirect Costs & Overhead	\$4,640,677	(\$373,998)	(\$316,856)		\$3,949,822	131.35%
Indirect Cost Rate (Less FCC)	154.90%	141.89%			131.35%	
Facilities Cost of Capital	\$4,130				\$4,130	0.14%
	\$4,644,807	(\$373,998)	(\$316,856)		\$3,953,952	
Indirect Cost Rate (Includes FCC)					131.49%	

KPG, Inc. - Reviewed and Accepted BS 3/13/2014
"Indirect Cost Rate still subject to WSDOT Audit"

References

KPG Adjustments:

- A Hours to project work - nonbillable to the project to be included in direct labor per 48 CFR 31.202.
- B Vacation Variances Between Paychex & Ajera Income Statement added to indirect cost per 48 CFR 31.203.
- C Sick Variances Between Paychex & Ajera Income Statement added to indirect cost per 48 CFR 31.203.
- D Holiday Variances Between Paychex & Ajera Income Statement added to indirect cost per 48 CFR 31.203.
- E Indirect Salary Variances Between Paychex & Ajera Income Statement added to indirect labor per 48 CFR 31.203.
- F Key Person Insurance unallowable \$18,593 per 48 CFR 31.205-19(e)(2)(v).
- G Alcohol & Meals Non-perdiem unallowable \$21,429 per 48 CFR 31.205-51 and 31.205-46.
- H Advertising unallowable \$832 per 48 CFR 31.205-1.
- I Common Control Rent Adjustment \$295,014.78 and Sublease Rent \$36,456 per 48 CFR 31.205-36(b)(3).
- J Tax Preparations Shareholders unallowable \$9,326 per 48 CFR 31.205-41(b) and 31.201-6.
- K Late charges unallowable \$36 per 48 CFR 31.205-15(a).
- L Advertising & marketing unallowable \$232, \$1114, \$8084, \$6000 per 48 CFR 31.205-1.
- M Business Entertainment unallowable (golf) \$3303 per 48 CFR 31.205-14.
- N Donations Unallowable \$4994 per 48 CFR 31.205-8.

WSDOT Adjustments:

- O Unsupported bonus payments (\$175,050) is unallowable per 48 CFR 31.205-6 (f)(ii) and 31.201-6.
- P Unsupported auto allowances (\$46,981) are unallowable per 48 CFR 31.205-46, 31.201-2, and 31.201-4.
- Q Mariner's Tickets (\$348) and APWA Golf Tournament fees (\$360) are unallowable entertainment expense per 48 CFR 31.205-14 and 31.201-6.
- R Dues for the Society for Marketing Professional (\$355) are an unallowable advertising cost per 48 CFR 31.205-1 and 31.201-6.
- S Void check (\$138) recorded in expenses without corresponding credit is unallowable per 48 CFR 31.201-2 and 31.201-4.
- T Imprinted clothing for staff (\$3,031) is an unallowable advertising expense per 48 CFR 31.205-1 (f)(6).
- U Plovic and pizza expense (\$668) is an unallowable entertainment expense per 48 CFR 31.205-14 and 31.201-6.
- V Imprinted clothing for staff (\$14) is an unallowable advertising expense per 48 CFR 31.205-1 (f)(6).
- W Disputed fraudulent charges recovered (\$1,316) but not removed from general ledger is an unallowable expense per 48 CFR 31.201-2 and 31.201-4.
- X Office party supplies (\$1,618) is an unallowable entertainment expense per 48 CFR 31.205-14 and 31.201-6.
- Y Lack of supporting documentation for Costco membership (\$660) is unallowable per 48 CFR 31.201-2 and 31.201-4.
- Z Sponsorship for Green roads Foundation (\$2,500) is an unallowable donation per 48 CFR 31.205-8 and 31.201-6.
- V Vehicle cost have been disallowed due to insufficient mileage logs and majority of mileage constitute personal and direct project related miles per 48 CFR 31.205-46 (d), 31.201-2, 31.201-4, and 31.202.
- W Lack of supporting documentation for travel expenses (\$1,017) is unallowable per 48 CFR 31.201-2 and 31.201-4.
- X Hotel room for KPG party (\$129) is an unallowable entertainment expense per 48 CFR 31.205-14 and 31.201-6.
- X Meals (\$43,194) provided for staff meetings, client meetings, and individual staff members is unallowable per 48 CFR 31.201-2, 31.201-3, 31.201-4, 31.205-13, 31.205-14, and 31.205-46.
- Y Interest (\$11,468) costs are an unallowable expense per 48 CFR 31.205-20 and 31.201-6.
- Z Lack of supporting documentation for conference expense (\$600) is unallowable per 48 CFR 31.202-2, 31.201-4, and 31.205-43.

THIS PAGE LEFT INTENTIONALLY BLANK

KPG

753 9th Avenue North
Seattle, WA 98109
P: 206.286.1640
F: 206.286.1639
www.kpg.com

January 14, 2016

Scott Romano
City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198

RE: Transportation Gateway Project South 216th Street – Segment 1A Project

Dear Scott,

As requested, KPG has tabulated the bids and reviewed the bid packages submitted for the City of Des Moines Transportation Gateway Project South 216th Street – Segment 1A Project.

The lowest bidder in the amount of \$3,409,446.18 is SCI Infrastructure, LLC.

As part of our review, we contacted Snohomish County Public works and spoke with Megan Olsen. She commended them for a successful project. We also contacted Dept. of the Army Corps of Engineers and spoke with Hollis Barnett. He commended them for multiple successful projects. He stated they have always done high quality work.

We have also checked the status of SCI Infrastructure LLC, ICON Materials and West Coast Signal, Inc. on the Washington State Labor and Industries web page to confirm they are currently insured, bonded, and licensed.

It is KPG's recommendation that the Transportation Gateway Project South 216th Street – Segment 1A Project be awarded to SCI Infrastructure, LLC.

We have enclosed the original bid package along with the bid tabulation for your review.

Sincerely,
KPG, Inc.



Nelson Davis, P.E.

cc: Len Madsen
Kelly Clark

Enclosures: SCI Infrastructure, LLC bid package
L&I Documentation for SCI, ICON, West Coast
Final bid tabulation spreadsheet



SC I INFRASTRUCTURE LLC

Owner or tradesperson

Principals

SCOCOLO, MARK, PARTNER/MEMBER

SOCCOLO, PATRICK

LOUIS, PARTNER/MEMBER

Doing business as

SC I INFRASTRUCTURE LLC

WA UBI No.

602 094 857

2825 South 154th Street

SEATAC, WA 98188-2034

206-242-0633

KING County

Business type

Limited Liability Company

Governing persons

CONSTRUCTION

SCOCOLO

MOUNTAIN PACIFIC CONTRACTORS,;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor**Active.****Meets current requirements.**

License specialties

GENERAL

License no.

SCIINL*993JA

Effective — expiration

04/01/2001— 04/03/2016

Bond

North American Spec Ins Co**\$12,000.00**

Bond account no.

2193763

Received by L&I

02/12/2015

Effective date

03/01/2015

Expiration date

Until Canceled**Western Surety Co****\$12,000.00**

Bond account no.

71232409

Received by L&I

02/23/2012

Effective date

03/01/2012

Expiration date

Until Canceled

Bond history

Insurance

Valley Forge Ins Co
Policy no.
C4016281533
Received by L&I
04/03/2015
\$1,000,000.00 41
Effective date
04/01/2015
Expiration date
04/01/2016

Valley Forge Ins Co
Policy no.
C4016281516
Received by L&I
03/31/2015
\$1,000,000.00
Effective date
04/01/2012
Expiration date
04/01/2016

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

Cause no.
11-2-10832-1
Complaint filed by
CONCRETE SERVICES INC
Complaint date
07/07/2011
Dismissed
Complaint against bond(s) or savings
6253682
Complaint amount
\$14,359.14

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
009,814-00
Account is current.

Doing business as
SCI INFRASTRUCTURE LLC

Estimated workers reported
Quarter 3 of Year 2015 "76 to 100 Workers"

L&I account representative
T0 / KRISTINE HATHAWAY (360)902-4811 - Email: HATK235@ini.wa.gov

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
02/10/2015
Inspection no.
317622769
Location
Landfill Site at or near
Seattle, WA 98108
No violations

Inspection results date
11/20/2014
Inspection no.
317609725
Location
905 Riverside Rd
Everett, WA 98203
No violations

[Home](#)
[Inicio en Español](#)
[Contact](#)

[A-Z Index](#)
[Help](#)
[My Secure L&I](#)
[Safety](#)
[Claims & Insurance](#)
[Workplace Rights](#)
[Trades & Licensing](#)


Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:
 WA UBI Number:
 License Number:
 Principal:
 RCW:
 From: To:
 Penalty Due:
 Wage Due:

Download all debarment data^④

Show per page

Showing 0 records

FirstPreviousNextLast

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
--------------	-----	---------	------------	--------	-----	--------------	------------	-------------	-----------

There are no records that match your search criteria.

Show per page

Showing 0 records

FirstPreviousNextLast



ICON MATERIALS

Owner or tradesperson

Principals

GAUGER, JAMES DEAN, PRESIDENT

MADDEN JR, JOHN JAMES, VICE
PRESIDENT

LEWIS-DEVANEY, SUSAN GAIL, VICE
PRESIDENT

Franz, Paul, VICE PRESIDENT

Shogren, John Nicholas, VICE PRESIDENT

Nudell, Kimberly Sue, SECRETARY

BROWN II, CHARLES

RODNEY, TREASURER

PARSON, JOHN W, DIRECTOR

CYR, BRUCE, PRESIDENT

(End: 01/27/2006)

SHAFFER, JEFFREY S, PRESIDENT

(End: 09/04/2013)

RADICH, JIM, VICE PRESIDENT

(End: 09/04/2013)

MURPHY, MARK DANIEL, VICE PRESIDENT

(End: 11/30/2015)

SALISBURY, PAUL DOUGLAS, SECRETARY

(End: 11/30/2015)

O'DRISCOLL, MICHAEL G, DIRECTOR

(End: 11/30/2015)

Doing business as

ICON MATERIALS

WA UBI No.

601 006 854

Business type

Corporation

Governing persons

DAN

W

MURPHY

J TIMOTHY MURPHY;

MICHAEL K MURPHY;

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active.

Meets current requirements.

License specialties

GENERAL

License no.

ICONM**982CF
Effective — expiration
02/06/2002— 02/07/2018

44

Bond

FIDELITY & DEP CO OF MARYLAND \$12,000.00

Bond account no.
8876949

Received by L&I
02/12/2007

Effective date
02/06/2007
Expiration date
Until Canceled

Insurance

Liberty Mutual Ins Co \$2,000,000.00

Policy no.
TB2C81004095115

Received by L&I
09/01/2015

Effective date
09/01/2015
Expiration date
09/01/2016

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

Cause no.

15-2-22162-1SEA

Complaint filed by

GLACIER DRILLING & DEWATERING LLC

Open

Complaint against bond(s) or savings

8876949

Complaint date

09/30/2015

Complaint amount

\$0.00

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

700,174-00

Self Insured.

This business is certified to cover its own workers' comp costs. No premiums due.

Doing business as

OLDCASTLE INC

Estimated workers reported

N/A

L&I account representative

(360)902-4817

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date

10/27/2014

No violations

Inspection no.

317399673

Location

1900 N. Sullivan RD

Spokane Valley, WA 99216

Inspection results date

08/01/2014

No violations

Inspection no.
317383644
Location
I-90 Mile Marker 257
Tyler, WA 99004

45

Inspection results date
01/13/2014
Inspection no.
316892371
Location
1250 Denny Way
Seattle, WA 98109

No violations

Inspection results date
01/02/2014
Inspection no.
316956804
Location
Intersection of
Sumner, WA 98390

Violations

Inspection results date
07/25/2012
Inspection no.
316308337
Location
201 Valley Mall Parkway
East Wenatchee, WA 98802

No violations

Inspection results date
05/18/2012
Inspection no.
316250844
Location
East of 413 Saddlehorn Ave
Wenatchee, WA 98801

No violations

Inspection results date
01/05/2012
Inspection no.
315059220
Location
19th Ave and 27th Ave U.S. 395
Kennewick, WA 99338

No violations

Inspection results date
01/05/2012
Inspection no.
315059204
Location
112 Factory Rd
Sunnyside, WA 98944

No violations

Inspection results date
01/05/2012
Inspection no.
315059170

Violations

Location
19th Ave and 27th Ave
Kennewick, WA 99338

46

Inspection results date
03/28/2011

Violations

Inspection no.
314797408

Location
902 Rocky Rd
Orting, WA 98360

[Home](#)
[Inicio en Español](#)
[Contact](#)
 [SEARCH](#)
[A-Z Index](#)
[Help](#)
[My Secure L&I](#)
[Safety](#)
[Claims & Insurance](#)
[Workplace Rights](#)
[Trades & Licensing](#)


Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

License Number:

Principal:

RCW:

From: To:

Penalty Due:

Wage Due:

[Apply Filters](#) [Reset](#)

[Download all debarment data](#)

Show per page

Showing 0 records

FirstPreviousNextLast

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
--------------	-----	---------	------------	--------	-----	--------------	------------	-------------	-----------

There are no records that match your search criteria.

Show per page

Showing 0 records

FirstPreviousNextLast



WEST COAST SIGNAL INC

Owner or tradesperson
 Principals
 SHERWOOD, ROGER P, PRESIDENT
 Mogensen, Becky, PRESIDENT
 UNITED STATES CORP AGENTS
 INC, AGENT
 MOGENSEN, JON E, PRESIDENT
 (End: 11/13/2015)

20111 208TH AVE SE
 RENTON, WA 98058
 206-595-8858
 KING County

Doing business as
WEST COAST SIGNAL INC

WA UBI No.
603 149 602

Business type
Corporation
 Governing persons
**JON
 ERIC
 MOGENSEN
 ROGER PAUL SHERWOOD;**

License

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Electrical Contractor

License specialties
GENERAL
 License no.
WESTCCS8928G
 Effective — expiration
11/21/2011— 11/21/2017

Active.
Meets current requirements.

Designated administrator

REED, STEVEN J
 License type
Master Electrician

Active.
Meets current requirements.

License no.
REED*SJ972N5

Bond

Contractors Bonding & Insurance Co
 Bond account no.
SJ4016

\$4,000.00

Received by L&I
11/07/2011

Effective date
11/07/2011
 Expiration date
Until Canceled

Savings

No savings accounts during the previous 6 year period.

License Violations

Workers' comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

223,621-00

Account is current.

Doing business as

WEST COAST SIGNAL INC

Estimated workers reported

Quarter 3 of Year 2015 "7 to 10 Workers"

L&I account representative

T2 / HAN CHUNG (360)902-4713 - Email: CHUK235@lni.wa.gov

Workplace safety and health

Check for any past safety and health violations found on jobsites this business was responsible for.

[Home](#)
[Inicio en Español](#)
[Contact](#)

[A-Z Index](#)
[Help](#)
[My Secure L&I](#)
[Safety](#)
[Claims & Insurance](#)
[Workplace Rights](#)
[Trades & Licensing](#)


Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:

WA UBI Number:

License Number:

Principal:

RCW:

From: To:

Penalty Due:

Wage Due:

Download all debarment data

Show per page

Showing 0 records

[First](#)[Previous](#)[Next](#)[Last](#)

Company Name	UBI	License	Principals	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
--------------	-----	---------	------------	--------	-----	--------------	------------	-------------	-----------

There are no records that match your search criteria.

Show per page

Showing 0 records

[First](#)[Previous](#)[Next](#)[Last](#)



Des Moines Transportation Gateway Project

South 216th Street - Segment 1A, 24th Avenue South to SR 99

Corrected amount

Construction Cost Estimate
Bid Document with Addendum 1 & 2
January 2016

KPG
SEATTLE · TACOMA

					Engineer' Estimate		SCI Infrastructure		Rodarte		Scarsella Brothers		DPK		JEI	
No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE A - ROADWAY IMPROVEMENTS																
1	1-04	Unexpected Site Changes	1	EST	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
2	1-04	Contractor's Trailer and Site	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 14,500.00	\$ 14,500.00	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 9,000.00	\$ 9,000.00
3	1-05	Roadway Surveying	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 36,000.00	\$ 36,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 21,500.00	\$ 21,500.00
4	1-05	Polholing	1	EST	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
5	1-05	Resolution of Utility Conflicts	1	EST	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
6	1-07	SPCC Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
7	1-08	Type B Progress Schedule (Minimum Bid \$5,000)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00
8	1-09	Mobilization	1	LS	\$ 270,000.00	\$ 270,000.00	\$ 220,000.00	\$ 220,000.00	\$ 324,000.00	\$ 324,000.00	\$ 350,000.00	\$ 350,000.00	\$ 327,000.00	\$ 327,000.00	\$ 335,000.00	\$ 335,000.00
9	1-10	Pedestrian Control and Protection	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
10	1-10	Project Temporary Traffic Control	1	LS	\$ 300,000.00	\$ 300,000.00	\$ 310,000.00	\$ 310,000.00	\$ 135,000.00	\$ 135,000.00	\$ 225,000.00	\$ 225,000.00	\$ 120,000.00	\$ 120,000.00	\$ 175,000.00	\$ 175,000.00
11	2-01	Clearing and Grubbing	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 7,000.00	\$ 7,000.00	\$ 45,000.00	\$ 45,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 7,500.00	\$ 7,500.00
12	2-01	Roadside Cleanup	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
13	2-02	Removal of Structure and Obstruction	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 65,000.00	\$ 65,000.00	\$ 55,000.00	\$ 55,000.00	\$ 40,150.00	\$ 40,150.00	\$ 40,000.00	\$ 40,000.00	\$ 81,500.00	\$ 81,500.00
14	2-02	Relocate Private Sign	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 23,500.00	\$ 23,500.00	\$ 17,000.00	\$ 17,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 9,500.00	\$ 9,500.00
15	2-03	Roadway Excavation Incl. Haul	5,110	CY	\$ 20.00	\$ 102,200.00	\$ 14.60	\$ 74,806.00	\$ 38.00	\$ 194,180.00	\$ 30.00	\$ 153,300.00	\$ 33.00	\$ 168,630.00	\$ 30.50	\$ 155,855.00
16	2-03	Unsuitable Foundation Excavation Incl. Haul	465	CY	\$ 25.00	\$ 11,625.00	\$ 18.00	\$ 8,370.00	\$ 45.00	\$ 20,925.00	\$ 30.00	\$ 13,950.00	\$ 40.00	\$ 18,600.00	\$ 46.50	\$ 21,822.50
17	2-03	Gravel Borrow Incl. Haul	270	TON	\$ 20.00	\$ 5,400.00	\$ 23.00	\$ 6,210.00	\$ 30.00	\$ 8,100.00	\$ 40.00	\$ 10,800.00	\$ 20.00	\$ 5,400.00	\$ 26.50	\$ 7,155.00
18	2-09	Structure Excavation Class B	1,720	CY	\$ 18.00	\$ 30,960.00	\$ 12.75	\$ 21,930.00	\$ 2.50	\$ 4,300.00	\$ 35.00	\$ 60,200.00	\$ 6.00	\$ 10,320.00	\$ 48.00	\$ 82,560.00
19	2-09	Shoring or Extra Excavation Class B	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 13,000.00	\$ 13,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,550.00	\$ 1,550.00
20	2-11	Trimming and Cleanup	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 16,500.00	\$ 16,500.00
21	4-04	Crushed Surfacing Base Course	1,790	TON	\$ 25.00	\$ 44,750.00	\$ 23.00	\$ 41,170.00	\$ 25.00	\$ 44,750.00	\$ 30.00	\$ 53,700.00	\$ 23.00	\$ 41,170.00	\$ 22.00	\$ 39,380.00
22	4-04	Crushed Surfacing Top Course	3,210	TON	\$ 28.00	\$ 89,880.00	\$ 23.00	\$ 73,830.00	\$ 27.00	\$ 86,670.00	\$ 30.00	\$ 96,300.00	\$ 23.00	\$ 73,830.00	\$ 31.00	\$ 99,510.00
23	5-04	HMA Cl. 1/2" PG 64-22	3,280	TON	\$ 90.00	\$ 295,200.00	\$ 75.00	\$ 246,000.00	\$ 75.00	\$ 246,000.00	\$ 73.00	\$ 239,440.00	\$ 80.00	\$ 262,400.00	\$ 74.50	\$ 244,360.00
24	5-04	Planing Bituminous Pavement	1,325	SY	\$ 5.00	\$ 6,625.00	\$ 4.70	\$ 6,227.50	\$ 6.00	\$ 7,950.00	\$ 6.00	\$ 7,950.00	\$ 10.00	\$ 13,250.00	\$ 5.25	\$ 6,956.25
25	5-04	Pavement Repair Excavation Incl. Haul	65	SY	\$ 35.00	\$ 2,275.00	\$ 45.00	\$ 2,925.00	\$ 60.00	\$ 3,900.00	\$ 75.00	\$ 4,875.00	\$ 90.00	\$ 5,850.00	\$ 48.00	\$ 3,120.00
26	6-06	Bridge Railing Type Pedestrian	100	LF	\$ 120.00	\$ 12,000.00	\$ 110.00	\$ 11,000.00	\$ 100.00	\$ 10,000.00	\$ 76.50	\$ 7,650.00	\$ 80.00	\$ 8,000.00	\$ 85.00	\$ 8,500.00
27	6-10	Temporary Conc. Barrier	1,000	LF	\$ 5.00	\$ 5,000.00	\$ 0.01	\$ 10.00	\$ 20.00	\$ 20,000.00	\$ 20.00	\$ 20,000.00	\$ 0.10	\$ 100.00	\$ 27.50	\$ 27,500.00
28	6-13	Modular Block Wall	430	SF	\$ 25.00	\$ 10,750.00	\$ 40.00	\$ 17,200.00	\$ 25.00	\$ 10,750.00	\$ 32.00	\$ 13,760.00	\$ 31.00	\$ 13,330.00	\$ 18.50	\$ 7,955.00
29	6-13	Structural Earth Wall - Precast Concrete Block Facing	670	SF	\$ 30.00	\$ 20,100.00	\$ 40.00	\$ 26,800.00	\$ 32.00	\$ 21,440.00	\$ 32.00	\$ 21,440.00	\$ 33.00	\$ 22,110.00	\$ 19.50	\$ 13,065.00
30	6-13	Backfill for Structural Earih Wall Incl. Haul	140	CY	\$ 20.00	\$ 2,800.00	\$ 50.00	\$ 7,000.00	\$ 26.00	\$ 3,640.00	\$ 50.00	\$ 7,000.00	\$ 24.00	\$ 3,360.00	\$ 27.00	\$ 3,780.00
31	6-16	Shaft - 24 Inch Diameter	204	LF	\$ 130.00	\$ 26,520.00	\$ 93.00	\$ 18,972.00	\$ 110.00	\$ 22,440.00	\$ 95.00	\$ 19,380.00	\$ 91.00	\$ 18,564.00	\$ 175.00	\$ 35,700.00
32	6-16	Furnishing Soldier Pile - W12x50	48	LF	\$ 75.00	\$ 3,600.00	\$ 55.00	\$ 2,640.00	\$ 55.00	\$ 2,640.00	\$ 52.50	\$ 2,520.00	\$ 50.00	\$ 2,400.00	\$ 52.00	\$ 2,496.00
33	6-16	Furnishing Soldier Pile - W12x35	42	LF	\$ 50.00	\$ 2,100.00	\$ 40.00	\$ 1,680.00	\$ 41.00	\$ 1,722.00	\$ 41.00	\$ 1,722.00	\$ 40.00	\$ 1,680.00	\$ 41.00	\$ 1,722.00
34	6-16	Furnishing Soldier Pile - W12x26	95	LF	\$ 40.00	\$ 3,800.00	\$ 35.00	\$ 3,325.00	\$ 35.00	\$ 3,325.00	\$ 35.00	\$ 3,325.00	\$ 33.00	\$ 3,135.00	\$ 36.00	\$ 3,420.00
35	6-16	Timber Lagging	590	SF	\$ 20.00	\$ 11,800.00	\$ 17.00	\$ 10,030.00	\$ 16.00	\$ 9,440.00	\$ 15.25	\$ 8,997.50	\$ 17.00	\$ 10,030.00	\$ 15.50	\$ 9,145.00
36	6-16	Prefabricated Drainage Mat	110	SY	\$ 20.00	\$ 2,200.00	\$ 20.00	\$ 2,200.00	\$ 24.00	\$ 2,640.00	\$ 9.25	\$ 1,017.50	\$ 10.00	\$ 1,100.00	\$ 34.00	\$ 3,740.00
37	6-16	Concrete Fascia Panel	850	SF	\$ 60.00	\$ 51,000.00	\$ 125.00	\$ 106,250.00	\$ 80.00	\$ 68,000.00	\$ 90.00	\$ 76,500.00	\$ 95.00	\$ 80,750.00	\$ 79.00	\$ 67,150.00
38	6-19	St. Reinf. Rebar For Shaft	1,500	LB	\$ 3.00	\$ 4,500.00	\$ 1.00	\$ 1,500.00	\$ 2.50	\$ 3,750.00	\$ 1.20	\$ 1,800.00	\$ 2.00	\$ 3,000.00	\$ 2.35	\$ 3,525.00
39	6-19	Conc. Class 4000 For Shaft	9	CY	\$ 350.00	\$ 3,150.00	\$ 125.00	\$ 1,125.00	\$ 500.00	\$ 4,500.00	\$ 775.00	\$ 6,975.00	\$ 500.00	\$ 4,500.00	\$ 485.00	\$ 4,365.00
40	6-19	Removing Soldier Pile Shaft Obstructions	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
41	7-01	Cleanout	19	EA	\$ 500.00	\$ 9,500.00	\$ 700.00	\$ 13,300.00	\$ 275.00	\$ 5,225.00	\$ 725.00	\$ 13,775.00	\$ 300.00	\$ 5,700.00	\$ 285.00	\$ 5,415.00
42	7-01	Underdrain Pipe, 6-In. Diameter	515	LF	\$ 25.00	\$ 12,875.00	\$ 30.00	\$ 15,450.00	\$ 10.00	\$ 5,150.00	\$ 23.85	\$ 12,282.75	\$ 27.0			



Des Moines Transportation Gateway Project

South 216th Street - Segment 1A, 24th Avenue South to SR 99

Corrected amount

Construction Cost Estimate
Bid Document with Addendum 1 & 2
January 2016



No.	Sect.	Item	Qty	Unit	Engineer Estimate		SCI Infrastructure		Rodarte		Scarsella Brothers		DPK		JEI	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
58A	7-05	Yard Drain	2	EA	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ 550.00	\$ 1,100.00	\$ 450.00	\$ 900.00	\$ 300.00	\$ 600.00	\$ 135.00	\$ 270.00
58B	7-05	Trench Drain	49	LF	\$ 100.00	\$ 4,900.00	\$ 200.00	\$ 9,800.00	\$ 300.00	\$ 14,700.00	\$ 200.00	\$ 9,800.00	\$ 200.00	\$ 9,800.00	\$ 175.00	\$ 8,575.00
60	7-05	Relocate Double Detector Check Valve Assembly	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 32,000.00	\$ 32,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 28,000.00	\$ 28,000.00
61	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 58,000.00	\$ 58,000.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 40,000.00	\$ 40,000.00
62	8-02	Topsoil Type A	275	CY	\$ 40.00	\$ 11,000.00	\$ 45.50	\$ 12,512.50	\$ 42.00	\$ 11,550.00	\$ 40.00	\$ 11,000.00	\$ 40.00	\$ 11,000.00	\$ 42.50	\$ 11,687.50
63	8-02	Acer platanoides 'Crimson Sentry'/ Crimson Sentry Maple; 2.5" Cal., 12'-14' Ht.	9	EA	\$ 400.00	\$ 3,600.00	\$ 430.00	\$ 3,870.00	\$ 375.00	\$ 3,375.00	\$ 352.00	\$ 3,168.00	\$ 470.00	\$ 4,230.00	\$ 415.00	\$ 3,735.00
64	8-02	Cornus 'Eddie's White Wonder'/ Eddie's White Wonder Dogwood; 2.5" Cal., 12'-14' Ht.	11	EA	\$ 400.00	\$ 4,400.00	\$ 500.00	\$ 5,500.00	\$ 575.00	\$ 6,325.00	\$ 434.00	\$ 4,774.00	\$ 550.00	\$ 6,050.00	\$ 465.00	\$ 5,115.00
65	8-02	Kalmia latifolia 'Elf'/ Elf Dwarf Mountain Laurel; 15"-18" Ht.	38	EA	\$ 28.00	\$ 1,064.00	\$ 42.00	\$ 1,596.00	\$ 35.00	\$ 1,330.00	\$ 37.00	\$ 1,406.00	\$ 52.00	\$ 1,976.00	\$ 31.00	\$ 1,178.00
66	8-02	Rhododendron 'Ramapo'/ Ramapo Rhododendron; 15"-18" Ht.	28	EA	\$ 28.00	\$ 784.00	\$ 40.00	\$ 1,120.00	\$ 44.00	\$ 1,232.00	\$ 30.00	\$ 840.00	\$ 39.00	\$ 1,092.00	\$ 31.00	\$ 868.00
67	8-02	Deutzia gracilis 'Nikko'/ Nikko Slender Deutzia; 15"-18" Ht.	23	EA	\$ 28.00	\$ 644.00	\$ 38.00	\$ 874.00	\$ 70.00	\$ 1,610.00	\$ 26.00	\$ 598.00	\$ 37.00	\$ 851.00	\$ 20.50	\$ 471.50
68	8-02	Fothergilla gardenii 'Blue Mist'/ Blue Mist Dwarf Fothergilla; 15"-18" Ht.	45	EA	\$ 28.00	\$ 1,260.00	\$ 40.00	\$ 1,800.00	\$ 70.00	\$ 3,150.00	\$ 30.00	\$ 1,350.00	\$ 37.00	\$ 1,665.00	\$ 26.00	\$ 1,170.00
69	8-02	Spiraea japonica 'Walburna'/ Magic Carpet Spirea; 2 Gal. Cont.	74	EA	\$ 22.00	\$ 1,628.00	\$ 18.00	\$ 1,332.00	\$ 35.00	\$ 2,590.00	\$ 24.00	\$ 1,776.00	\$ 28.00	\$ 2,072.00	\$ 17.00	\$ 1,258.00
70	8-02	Rosa x 'Noamel'/ Flower Carpet Amber Groundcover Rose; 2 Gal. Cont.	94	EA	\$ 22.00	\$ 2,068.00	\$ 20.00	\$ 1,880.00	\$ 35.00	\$ 3,290.00	\$ 27.00	\$ 2,538.00	\$ 42.00	\$ 3,948.00	\$ 19.00	\$ 1,786.00
71	8-02	Erica x darleyensis 'Kramer's Role'/ Darley Dale Heath; 1 Gal. Cont.	38	EA	\$ 18.00	\$ 684.00	\$ 11.50	\$ 437.00	\$ 15.00	\$ 570.00	\$ 13.50	\$ 513.00	\$ 11.00	\$ 418.00	\$ 10.50	\$ 399.00
72	8-02	Heilictotrichon sempervirens 'Sapphire'/ Sapphire Blue Oat Grass; 1 Gal. Cont.	164	EA	\$ 12.00	\$ 1,968.00	\$ 11.00	\$ 1,804.00	\$ 15.00	\$ 2,460.00	\$ 12.50	\$ 2,050.00	\$ 11.00	\$ 1,804.00	\$ 10.50	\$ 1,722.00
73	8-02	Berberis thunbergii 'Concorde'/ Concorde Japanese Barberry; 1 Gal. Cont.	59	EA	\$ 18.00	\$ 1,062.00	\$ 11.00	\$ 649.00	\$ 15.00	\$ 885.00	\$ 17.25	\$ 1,017.75	\$ 13.00	\$ 767.00	\$ 11.50	\$ 678.50
74	8-02	Cornus stolonifera 'Kelsey'/ Kelsey Redtwig Dogwood; 1 Gal. Cont.	24	EA	\$ 18.00	\$ 432.00	\$ 9.00	\$ 216.00	\$ 10.00	\$ 240.00	\$ 9.50	\$ 228.00	\$ 11.00	\$ 264.00	\$ 8.25	\$ 198.00
75	8-02	Viburnum opulus 'Nanum'/ Dwarf European Cranberry Bush; 1 Gal. Cont.	55	EA	\$ 18.00	\$ 990.00	\$ 11.00	\$ 605.00	\$ 19.00	\$ 1,045.00	\$ 14.50	\$ 797.50	\$ 13.00	\$ 715.00	\$ 10.50	\$ 577.50
76	8-02	Fragaria 'Lipstick'/ Lipstick Ornamental Strawberry; 1 Gal. Cont.	315	EA	\$ 10.00	\$ 3,150.00	\$ 9.00	\$ 2,835.00	\$ 10.00	\$ 3,150.00	\$ 13.00	\$ 4,095.00	\$ 11.00	\$ 3,465.00	\$ 10.50	\$ 3,307.50
77	8-02	Iberis sempervirens 'Snow Cushion'/ Evergreen Candytuft; 1 Gal. Cont.	115	EA	\$ 10.00	\$ 1,150.00	\$ 11.00	\$ 1,265.00	\$ 13.00	\$ 1,495.00	\$ 14.00	\$ 1,610.00	\$ 11.00	\$ 1,265.00	\$ 9.50	\$ 1,092.50
78	8-02	Ajuga reptans 'Caitlin's Giant'/ Bugleweed; 1 Gal. Cont.	115	EA	\$ 10.00	\$ 1,150.00	\$ 11.00	\$ 1,265.00	\$ 13.00	\$ 1,495.00	\$ 14.50	\$ 1,667.50	\$ 11.00	\$ 1,265.00	\$ 10.50	\$ 1,207.50
79	8-02	Pennisetum alopecuroides 'Little Bunny'/ Little Bunny Dwarf Fountain Grass; 1 Gal. Cont.	50	EA	\$ 12.00	\$ 600.00	\$ 10.00	\$ 500.00	\$ 13.00	\$ 650.00	\$ 13.50	\$ 675.00	\$ 12.00	\$ 600.00	\$ 9.50	\$ 475.00
80	8-02	Anemone x hybrida 'Harmony Blue'/ Hybrid Anemone; Bulb	75	EA	\$ 1.50	\$ 112.50	\$ 4.00	\$ 300.00	\$ 17.00	\$ 1,275.00	\$ 2.00	\$ 150.00	\$ 2.00	\$ 150.00	\$ 3.70	\$ 277.50
81	8-02	Narcissus 'Mount Hood'/ Trumpet Daffodil; Bulb	75	EA	\$ 1.50	\$ 112.50	\$ 4.00	\$ 300.00	\$ 9.00	\$ 675.00	\$ 3.00	\$ 225.00	\$ 2.00	\$ 150.00	\$ 3.70	\$ 277.50
81A	8-02	Hydrangea anomala ssp. petiolaris/ Climbing Hydrangea; 1 Gal. Cont.	14	EA	\$ 18.00	\$ 252.00	\$ 15.00	\$ 210.00	\$ 19.00	\$ 266.00	\$ 16.00	\$ 224.00	\$ 26.00	\$ 364.00	\$ 13.00	\$ 182.00
82	8-02	Bark Mulch	32	CY	\$ 40.00	\$ 1,280.00	\$ 50.00	\$ 1,600.00	\$ 65.00	\$ 2,080.00	\$ 47.50	\$ 1,520.00	\$ 30.00	\$ 960.00	\$ 41.00	\$ 1,312.00
83	8-02	Seeded Lawn Installation	600	SY	\$ 2.00	\$ 1,200.00	\$ 2.00	\$ 1,200.00	\$ 2.75	\$ 1,650.00	\$ 2.75	\$ 1,650.00	\$ 2.00	\$ 1,200.00	\$ 2.60	\$ 1,560.00
84	8-02	Root Barrier	420	LF	\$ 8.00	\$ 3,360.00	\$ 6.75	\$ 2,835.00	\$ 9.00	\$ 3,780.00	\$ 8.00	\$ 3,360.00	\$ 6.00	\$ 2,520.00	\$ 9.50	\$ 3,990.00
85	8-02	Property Restoration	1	EST	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
86	8-03	Automatic Irrigation System Complete	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 38,500.00	\$ 38,500.00	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00
87	8-04	Cement Conc. Modified Traffic Curb and Gutter	2,090	LF	\$ 20.00	\$ 41,800.00	\$ 13.25	\$ 27,692.50	\$ 24.00	\$ 50,160.00	\$ 20.00	\$ 41,800.00	\$ 18.00	\$ 37,620.00	\$ 15.00	\$ 31,350.00
88	8-04	Cement Concrete Extruded Curb	335	LF	\$ 8.00	\$ 2,680.00	\$ 8.00	\$ 2,680.00	\$ 6.50	\$ 2,177.50	\$ 6.75	\$ 2,261.25	\$ 6.00	\$ 2,010.00	\$ 6.35	\$ 2,127.25
89	8-06	Cement Conc. Driveway Entrance Type 1	275	SY	\$ 60.00	\$ 16,500.00	\$ 58.00	\$ 15,950.00	\$ 110.00	\$ 30,250.00	\$ 80.00	\$ 22,000.00	\$ 70.00	\$ 19,250.00	\$ 93.00	\$ 25,575.00
90	8-06	Cement Conc. Driveway Entrance Type 1 Modified	175	SY	\$ 60.00	\$ 10,500.00	\$ 58.00	\$ 10,150.00	\$ 125.00	\$ 21,875.00	\$ 80.00	\$ 14,000.00	\$ 70.00	\$ 12,250.00	\$ 105.90	\$ 18,532.50
91	8-07	Precast Dual Faced Sloped Mountable Curb	200	LF	\$ 25.00	\$ 5,000.00	\$ 24.00	\$ 4,800.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 23.00	\$ 4,600.00	\$ 24.00	\$ 4,800.00
92	8-09	Raised Pavement Marker Type 1	13	HUND	\$ 300.00	\$ 3,900.00	\$ 165.00	\$ 2,145.00	\$ 175.00	\$ 2,275.00	\$ 170.00	\$ 2,210.00	\$ 160.00	\$ 2,080.00	\$ 165.00	\$ 2,145.00
93	8-09	Raised Pavement Marker Type 2	3	HUND	\$ 500.00	\$ 1,500.00	\$ 420.00	\$ 1,260.00	\$ 450.00	\$ 1,350.00	\$ 425.00	\$ 1,275.00	\$ 400.00	\$ 1,200.00	\$ 425.00	\$ 1,275.00
94	8-12	Chain Link Fence	1,160	LF	\$ 40.00	\$ 46,400.00	\$ 36.50	\$ 42,340.00	\$ 39.00	\$ 45,240.00	\$ 37.50	\$ 43,500.00	\$ 34.00	\$ 39,440.00	\$ 28.50	\$ 33,060.00
95	8-14	Cement Conc. Sidewalk	1,985	SY	\$ 35.00	\$ 69,475.00	\$ 56.50	\$ 112,152.50	\$ 90.00	\$ 178,650.00	\$ 65.00	\$ 129,025.00	\$ 60.00	\$ 119,100.00	\$ 77.75	\$ 154,333.75



Des Moines Transportation Gateway Project

South 216th Street - Segment 1A, 24th Avenue South to SR 99

Corrected amount

Construction Cost Estimate
Bid Document with Addendum 1 & 2
January 2016



No.	Sect.	Item	Qty	Unit	Engineer' Estimate		SCI Infrastructure		Rodarte		Scarsella Brothers		DPK		JEI	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
96	8-14	Type Perpendicular A Curb Ramp	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 850.00	\$ 4,250.00	\$ 2,000.00	\$ 10,000.00	\$ 1,250.00	\$ 6,250.00	\$ 1,300.00	\$ 6,500.00	\$ 1,950.00	\$ 9,750.00
97	8-14	Modified Parallel Curb Ramp	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,900.00	\$ 2,900.00	\$ 2,250.00	\$ 2,250.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,370.00	\$ 2,370.00
98	8-14	Decorative Stamped Cement Concrete Finish	50	SY	\$ 108.00	\$ 5,400.00	\$ 80.00	\$ 4,000.00	\$ 425.00	\$ 21,250.00	\$ 100.00	\$ 5,000.00	\$ 320.00	\$ 16,000.00	\$ 435.00	\$ 21,750.00
99	8-14	Concrete Paver	750	SF	\$ 110.00	\$ 82,500.00	\$ 48.00	\$ 36,000.00	\$ 40.00	\$ 30,000.00	\$ 100.00	\$ 75,000.00	\$ 73.00	\$ 54,750.00	\$ 77.50	\$ 58,125.00
100	8-14	Bus Shelter Footing	2	EA	\$ 500.00	\$ 1,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,500.00	\$ 9,000.00	\$ 2,100.00	\$ 4,200.00	\$ 3,350.00	\$ 6,700.00
101	8-20	Modification of Existing Traffic Signal System at S 216th Street & International Blvd Complete	1	LS	\$ 340,000.00	\$ 340,000.00	\$ 250,000.00	\$ 250,000.00	\$ 240,000.00	\$ 240,000.00	\$ 245,000.00	\$ 245,000.00	\$ 230,000.00	\$ 230,000.00	\$ 237,500.00	\$ 237,500.00
102	8-20	Temporary Signal Installation Complete	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 23,000.00	\$ 23,000.00	\$ 17,000.00	\$ 17,000.00	\$ 23,000.00	\$ 23,000.00	\$ 30,000.00	\$ 30,000.00	\$ 28,000.00	\$ 28,000.00
103	8-20	Modification of Existing ITS / TSP / Fiber Optic Interconnect Systems Complete	1	LS	\$ 44,000.00	\$ 44,000.00	\$ 43,000.00	\$ 43,000.00	\$ 6,000.00	\$ 6,000.00	\$ 41,500.00	\$ 41,500.00	\$ 35,000.00	\$ 35,000.00	\$ 34,000.00	\$ 34,000.00
104	8-20	Illumination System Complete	1	LS	\$ 332,000.00	\$ 332,000.00	\$ 320,000.00	\$ 320,000.00	\$ 325,000.00	\$ 325,000.00	\$ 315,000.00	\$ 315,000.00	\$ 310,000.00	\$ 310,000.00	\$ 320,000.00	\$ 320,000.00
105	8-20	Decorative Uplighting System Complete	1	LS	\$ 29,500.00	\$ 29,500.00	\$ 47,500.00	\$ 47,500.00	\$ 38,000.00	\$ 38,000.00	\$ 48,500.00	\$ 48,500.00	\$ 36,000.00	\$ 36,000.00	\$ 37,500.00	\$ 37,500.00
106	8-21	Permanent Signage	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 8,500.00	\$ 8,500.00	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 15,750.00	\$ 15,750.00
107	8-21	Business Access Sign	5	EA	\$ 300.00	\$ 1,500.00	\$ 400.00	\$ 2,000.00	\$ 550.00	\$ 2,750.00	\$ 800.00	\$ 4,000.00	\$ 600.00	\$ 3,000.00	\$ 745.00	\$ 3,725.00
108	8-22	Paint Line, 4-in.	2,840	LF	\$ 1.00	\$ 2,840.00	\$ 0.35	\$ 994.00	\$ 0.35	\$ 994.00	\$ 0.32	\$ 908.80	\$ 1.00	\$ 2,840.00	\$ 0.30	\$ 852.00
109	8-22	Plastic Stop Line	270	LF	\$ 12.00	\$ 3,240.00	\$ 18.00	\$ 4,860.00	\$ 19.00	\$ 5,130.00	\$ 18.50	\$ 4,995.00	\$ 17.00	\$ 4,590.00	\$ 17.75	\$ 4,792.50
110	8-22	Plastic Crosswalk Line	1,000	SF	\$ 10.00	\$ 10,000.00	\$ 10.00	\$ 10,000.00	\$ 10.00	\$ 10,000.00	\$ 10.00	\$ 10,000.00	\$ 9.00	\$ 9,000.00	\$ 9.50	\$ 9,500.00
111	8-22	Plastic Traffic Arrow	16	EA	\$ 200.00	\$ 3,200.00	\$ 340.00	\$ 5,440.00	\$ 375.00	\$ 6,000.00	\$ 350.00	\$ 5,600.00	\$ 330.00	\$ 5,280.00	\$ 350.00	\$ 5,600.00
112	8-22	Plastic Traffic Letter	36	EA	\$ 100.00	\$ 3,600.00	\$ 100.00	\$ 3,600.00	\$ 110.00	\$ 3,960.00	\$ 105.00	\$ 3,780.00	\$ 100.00	\$ 3,600.00	\$ 103.00	\$ 3,708.00
113	8-22	Plastic Bicycle Lane Symbol	9	EA	\$ 125.00	\$ 1,125.00	\$ 420.00	\$ 3,780.00	\$ 450.00	\$ 4,050.00	\$ 425.00	\$ 3,825.00	\$ 400.00	\$ 3,600.00	\$ 420.00	\$ 3,780.00
114	8-22	Plastic Bicycle Lane Symbol for Loop Detection	3	EA	\$ 100.00	\$ 300.00	\$ 110.00	\$ 330.00	\$ 105.00	\$ 315.00	\$ 110.00	\$ 330.00	\$ 100.00	\$ 300.00	\$ 105.00	\$ 315.00
115	8-22	Removing Pavement Markings	3,400	LF	\$ 2.00	\$ 6,800.00	\$ 0.50	\$ 1,700.00	\$ 0.55	\$ 1,870.00	\$ 0.55	\$ 1,870.00	\$ 0.50	\$ 1,700.00	\$ 0.50	\$ 1,700.00
116	8-23	Temporary Pavement Markings	6,100	LF	\$ 1.00	\$ 6,100.00	\$ 0.20	\$ 1,220.00	\$ 0.20	\$ 1,220.00	\$ 0.17	\$ 1,037.00	\$ 0.32	\$ 1,952.00	\$ 0.17	\$ 1,037.00
117	8-23	Removing Temporary Pavement Markings	6,100	LF	\$ 1.00	\$ 6,100.00	\$ 0.10	\$ 610.00	\$ 0.10	\$ 610.00	\$ 0.10	\$ 610.00	\$ 0.07	\$ 427.00	\$ 0.10	\$ 610.00
118	8-26	Franchise Utility Coordination	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00
119	8-26	HMA For Trench Patching Class 1/2" PG 64-22, for Aerial Utility Conversion	45	TON	\$ 120.00	\$ 5,400.00	\$ 155.00	\$ 6,975.00	\$ 225.00	\$ 10,125.00	\$ 150.00	\$ 6,750.00	\$ 125.00	\$ 5,625.00	\$ 158.00	\$ 7,110.00
120	8-26	Franchise Utility Excavation, Inc. Haul	1,100	CY	\$ 45.00	\$ 49,500.00	\$ 28.00	\$ 30,800.00	\$ 75.00	\$ 82,500.00	\$ 35.00	\$ 38,500.00	\$ 57.00	\$ 62,700.00	\$ 41.50	\$ 45,650.00
121	8-26	Franchise Utility Trench Bedding, Sand	370	CY	\$ 25.00	\$ 9,250.00	\$ 33.00	\$ 12,210.00	\$ 30.00	\$ 11,100.00	\$ 35.00	\$ 12,950.00	\$ 24.00	\$ 8,880.00	\$ 70.00	\$ 25,900.00
122	8-26	Franchise Utility Trench Backfill, Fluidized Thermal Backfill	30	CY	\$ 100.00	\$ 3,000.00	\$ 90.00	\$ 2,700.00	\$ 250.00	\$ 7,500.00	\$ 200.00	\$ 6,000.00	\$ 105.00	\$ 3,150.00	\$ 270.00	\$ 8,100.00
123	8-26	Franchise Utility Trench and Structure Backfill, Crushed Surfacing Top Course	1,000	TON	\$ 25.00	\$ 25,000.00	\$ 20.00	\$ 20,000.00	\$ 30.00	\$ 30,000.00	\$ 30.00	\$ 30,000.00	\$ 18.00	\$ 18,000.00	\$ 29.50	\$ 29,500.00
124	8-26	Shoring or Extra Excavation Class B for Aerial Utility Conversion	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,100.00	\$ 1,100.00	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 16,450.00	\$ 16,450.00
125	8-26	Secondary Electrical Service Connections	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
126	8-30	Bench with Lighting	6	EA	\$ 3,000.00	\$ 18,000.00	\$ 3,500.00	\$ 21,000.00	\$ 3,500.00	\$ 21,000.00	\$ 7,500.00	\$ 45,000.00	\$ 1,500.00	\$ 9,000.00	\$ 2,600.00	\$ 15,600.00
127	8-30	Bench	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,250.00	\$ 4,500.00	\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,650.00	\$ 3,300.00
128	8-31	Trash Receptacle	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,250.00	\$ 2,500.00	\$ 2,000.00	\$ 4,000.00	\$ 2,100.00	\$ 4,200.00	\$ 1,400.00	\$ 2,800.00
129	8-32	Decorative Metal Banner	8	EA	\$ 2,000.00	\$ 16,000.00	\$ 3,500.00	\$ 28,000.00	\$ 1,800.00	\$ 14,400.00	\$ 2,000.00	\$ 16,000.00	\$ 2,000.00	\$ 16,000.00	\$ 3,350.00	\$ 26,800.00
130	8-33	Rest Node Sail	6	EA	\$ 8,500.00	\$ 51,000.00	\$ 15,000.00	\$ 90,000.00	\$ 12,000.00	\$ 72,000.00	\$ 11,500.00	\$ 69,000.00	\$ 15,000.00	\$ 90,000.00	\$ 11,000.00	\$ 66,000.00
131	8-34	Tree Grate	20	EA	\$ 1,800.00	\$ 36,000.00	\$ 1,400.00	\$ 28,000.00	\$ 1,800.00	\$ 36,000.00	\$ 1,625.00	\$ 32,500.00	\$ 1,200.00	\$ 24,000.00	\$ 1,575.00	\$ 31,500.00
132	8-35	Gateway Feature	1	LS	\$ 170,000.00	\$ 170,000.00	\$ 175,000.00	\$ 175,000.00	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$ 205,000.00	\$ 205,000.00	\$ 145,000.00	\$ 145,000.00
133	8-36	Civic Directional Sign and Pole Relocation	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 5,700.00	\$ 5,700.00	\$ 300.00	\$ 300.00	\$ 3,000.00	\$ 3,000.00	\$ 2,100.00	\$ 2,100.00	\$ 3,275.00	\$ 3,275.00
TOTAL - SCHEDULE A					\$ 3,576,871.00		\$ 3,344,929.00		\$ 3,321,356.50		\$ 3,456,588.55		\$ 3,423,499.00		\$ 3,451,907.75	

No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE B - PSE UNDERGROUNDING																
1	1-04	Unexpected Site Changes	1	EST	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	8-26	Install Franchise Utility Conduit, 2-Inch DB 120	410	LF	\$ 2.50	\$ 1,025.00	\$ 1.70	\$ 697.00	\$ 3.00	\$ 1,230.00	\$ 1.65	\$ 676.50	\$ 2.00	\$ 820.00	\$ 6.85	\$ 2,808.50
3	8-26	Install Franchise Utility Conduit, 3-Inch DB 120	389	LF	\$ 3.50	\$ 1,361.50	\$ 2.00	\$ 778.00	\$ 3.75	\$ 1,458.75	\$ 1.90	\$ 739.10	\$ 3.00	\$ 1,167.00	\$ 6.65	\$ 2,586.85
4	8-26	Install Franchise Utility Conduit, 4-Inch DB 120	3,751	LF	\$ 4.50	\$ 16,879.50	\$ 2.25	\$ 8,439.75	\$ 4.50	\$ 16,879.50	\$ 2.15	\$ 8,064.65	\$ 4.00	\$ 15,004.00	\$ 3.45	\$ 12,940.95
5	8-26	Install Franchise Utility Conduit, 6-Inch DB 120	1,507	LF	\$ 5.50	\$ 8,288.50	\$ 2.75	\$ 4,144.25	\$ 5.25	\$ 7,911.75	\$ 2.65	\$ 3,993.55	\$ 6.00	\$ 9,042.00	\$ 6.35	\$ 9,569.45
6	8-26	Install Franchise Utility Structure - Junction Box 4'8"x7'x5'8"	5	EA	\$ 2,500.00	\$ 12,500.00	\$ 300.00	\$ 1,500.00	\$ 1,300.00	\$ 6,500.00	\$ 1,500.00	\$ 7,500.00	\$ 5,000.00	\$ 25,000.00	\$ 1,585.00	\$ 7,925.00



Des Moines Transportation Gateway Project

South 216th Street - Segment 1A, 24th Avenue South to SR 99

Construction Cost Estimate
Bid Document with Addendum 1 & 2
January 2016

Corrected amount

KPG
SEATTLE · TACOMA

No.	Sect.	Item	Qty	Unit	Engineer Estimate		SCI Infrastructure		Rodarte		Scarsella Brothers		DPK		JEI	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
7	8-26	Install Franchise Utility Structure - Transformer 4'8"x4'8"x3'6"	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 300.00	\$ 600.00	\$ 1,300.00	\$ 2,600.00	\$ 1,300.00	\$ 2,600.00	\$ 4,000.00	\$ 8,000.00	\$ 1,375.00	\$ 2,750.00
8	8-26	Install Franchise Utility Structure - Transformer 42"x48"x36"	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 300.00	\$ 600.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 530.00	\$ 1,060.00
9	8-26	Install Franchise Utility Structure - Handhole 2'6"x2'6"x2'	2	EA	\$ 750.00	\$ 1,500.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 750.00	\$ 1,500.00	\$ 210.00	\$ 420.00
10	8-26	Install Franchise Utility Structure - Handhole 2'8"x2'8"x3'6"	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 375.00	\$ 375.00	\$ 600.00	\$ 600.00	\$ 400.00	\$ 400.00
Subtotal Schedule B					\$	62,554.50	\$	32,659.00	\$	55,080.00	\$	40,348.80	\$	80,133.00	\$	55,460.75
Sales Tax @ 9.5%					\$	5,942.68	\$	3,102.61	\$	5,232.60	\$	3,833.14	\$	7,612.64	\$	5,268.77
TOTAL - SCHEDULE B					\$	68,497.18	\$	35,761.61	\$	60,312.60	\$	44,181.94	\$	87,745.64	\$	60,729.52

No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE C - COMCAST UNDERGROUNDING																
1	1-04	Unexpected Site Changes	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	8-26	Install Franchise Utility Conduit, 2-Inch	1,798	LF	\$ 2.50	\$ 4,495.00	\$ 1.80	\$ 3,236.40	\$ 3.00	\$ 5,394.00	\$ 1.65	\$ 2,966.70	\$ 2.00	\$ 3,596.00	\$ 4.25	\$ 7,641.50
3	8-26	Install Franchise Utility Conduit, 4-Inch	1,523	LF	\$ 4.50	\$ 6,853.50	\$ 2.30	\$ 3,502.90	\$ 4.50	\$ 6,853.50	\$ 2.15	\$ 3,274.45	\$ 4.00	\$ 6,092.00	\$ 3.45	\$ 5,254.35
4	8-26	Install Franchise Utility Structure - Pedestal	2	EA	\$ 450.00	\$ 900.00	\$ 300.00	\$ 600.00	\$ 1,000.00	\$ 2,000.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 210.00	\$ 420.00
5	8-26	Install Franchise Utility Structure - Vault 34.75"x52.25"x36"	5	EA	\$ 750.00	\$ 3,750.00	\$ 300.00	\$ 1,500.00	\$ 1,000.00	\$ 5,000.00	\$ 700.00	\$ 3,500.00	\$ 700.00	\$ 3,500.00	\$ 750.00	\$ 3,750.00
Subtotal Schedule C					\$	20,998.50	\$	13,839.30	\$	24,247.50	\$	15,141.15	\$	19,188.00	\$	22,065.85
Sales Tax @ 9.5%					\$	1,994.86	\$	1,314.73	\$	2,303.51	\$	1,438.41	\$	1,822.86	\$	2,096.26
TOTAL - SCHEDULE C					\$	22,993.36	\$	15,154.03	\$	26,551.01	\$	16,579.56	\$	21,010.86	\$	24,162.11

No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE D - CENTURY LINK UNDERGROUNDING																
1	1-04	Unexpected Site Changes	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	8-26	Install Franchise Utility Conduit, 4-Inch	2,705	LF	\$ 4.50	\$ 12,172.50	\$ 2.30	\$ 6,221.50	\$ 4.58	\$ 12,388.90	\$ 2.15	\$ 5,815.75	\$ 4.00	\$ 10,820.00	\$ 3.45	\$ 9,332.25
3	8-26	Install Franchise Utility Structure - Vault 4484 TA	1	EA	\$ 600.00	\$ 600.00	\$ 300.00	\$ 300.00	\$ 3,213.09	\$ 3,213.09	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,585.00	\$ 1,585.00
4	8-26	Install Franchise Utility Structure - Handhole 264 TA	3	EA	\$ 550.00	\$ 1,650.00	\$ 300.00	\$ 900.00	\$ 1,428.04	\$ 4,284.12	\$ 1,250.00	\$ 3,750.00	\$ 800.00	\$ 2,400.00	\$ 1,325.00	\$ 3,975.00
Subtotal Schedule D					\$	19,422.50	\$	12,421.50	\$	24,888.11	\$	16,065.75	\$	22,220.00	\$	19,892.25
Sales Tax @ 9.5%					\$	1,845.14	\$	1,180.04	\$	2,364.18	\$	1,526.25	\$	2,110.90	\$	1,889.78
TOTAL - SCHEDULE D					\$	21,267.64	\$	13,601.54	\$	27,250.29	\$	17,592.00	\$	24,330.90	\$	21,782.01

TOTAL BID AMOUNT - ALL SCHEDULES					\$	3,689,629.17	\$	3,409,446.18	\$	3,435,470.40	\$	3,534,942.04	\$	3,556,586.40	\$	3,558,581.39
---	--	--	--	--	----	---------------------	----	---------------------	----	---------------------	----	---------------------	----	---------------------	----	---------------------

Prepared By:

Nelson Davis, KPG



Des Moines Transportation Gateway Project

South 216th Street - Segment 1A, 24th Avenue South to :

Construction Cost Estimate
Bid Document with Addendum 1 & 2
January 2016



					GMCC		RW Scott		Ceccanti		PCI		Tucci & Sons		Westwater	
No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE A - ROADWAY IMPROVEMENTS																
1	1-04	Unexpected Site Changes	1	EST	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
2	1-04	Contractor's Trailer and Site	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 38,000.00	\$ 38,000.00	\$ 15,000.00	\$ 15,000.00	\$ 49,500.00	\$ 49,500.00	\$ 43,000.00	\$ 43,000.00	\$ 10,000.00	\$ 10,000.00
3	1-05	Roadway Surveying	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00	\$ 27,900.00	\$ 27,900.00	\$ 26,000.00	\$ 26,000.00	\$ 30,000.00	\$ 30,000.00
4	1-05	Potholing	1	EST	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
5	1-05	Resolution of Utility Conflicts	1	EST	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
6	1-07	SPCC Plan	1	LS	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,700.00	\$ 2,700.00	\$ 6,000.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
7	1-08	Type B Progress Schedule (Minimum Bid \$5,000)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
8	1-09	Mobilization	1	LS	\$ 364,000.00	\$ 364,000.00	\$ 318,600.00	\$ 318,600.00	\$ 390,000.00	\$ 390,000.00	\$ 400,000.00	\$ 400,000.00	\$ 740,000.00	\$ 740,000.00	\$ 400,000.00	\$ 400,000.00
9	1-10	Pedestrian Control and Protection	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00	\$ 17,800.00	\$ 17,800.00	\$ 9,000.00	\$ 9,000.00	\$ 25,000.00	\$ 25,000.00
10	1-10	Project Temporary Traffic Control	1	LS	\$ 145,000.00	\$ 145,000.00	\$ 560,000.00	\$ 560,000.00	\$ 450,000.00	\$ 450,000.00	\$ 256,700.00	\$ 256,700.00	\$ 300,000.00	\$ 300,000.00	\$ 475,000.00	\$ 475,000.00
11	2-01	Clearing and Grubbing	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 24,500.00	\$ 24,500.00	\$ 29,000.00	\$ 29,000.00	\$ 68,000.00	\$ 68,000.00	\$ 8,000.00	\$ 8,000.00	\$ 50,000.00	\$ 50,000.00
12	2-01	Roadside Cleanup	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
13	2-02	Removal of Structure and Obstruction	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 59,500.00	\$ 59,500.00	\$ 55,000.00	\$ 55,000.00	\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 100,000.00	\$ 100,000.00
14	2-02	Relocate Private Sign	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 12,500.00	\$ 12,500.00	\$ 12,000.00	\$ 12,000.00	\$ 14,000.00	\$ 14,000.00	\$ 35,000.00	\$ 35,000.00	\$ 10,000.00	\$ 10,000.00
15	2-03	Roadway Excavation Incl. Haul	5,110	CY	\$ 55.00	\$ 281,050.00	\$ 22.00	\$ 112,420.00	\$ 44.00	\$ 224,840.00	\$ 68.00	\$ 347,480.00	\$ 37.00	\$ 189,070.00	\$ 50.00	\$ 255,500.00
16	2-03	Unsuitable Foundation Excavation Incl. Haul	465	CY	\$ 40.00	\$ 18,600.00	\$ 24.00	\$ 11,160.00	\$ 32.00	\$ 14,880.00	\$ 40.00	\$ 18,600.00	\$ 60.00	\$ 27,900.00	\$ 50.00	\$ 23,250.00
17	2-03	Gravel Borrow Incl. Haul	270	TON	\$ 50.00	\$ 13,500.00	\$ 24.00	\$ 6,480.00	\$ 30.00	\$ 8,100.00	\$ 17.00	\$ 4,590.00	\$ 30.00	\$ 8,100.00	\$ 40.00	\$ 10,800.00
18	2-09	Structure Excavation Class B	1,720	CY	\$ 26.00	\$ 44,720.00	\$ 22.00	\$ 37,840.00	\$ 44.00	\$ 75,680.00	\$ 0.01	\$ 17.20	\$ 57.00	\$ 98,040.00	\$ 40.00	\$ 68,800.00
19	2-09	Shoring or Extra Excavation Class B	1	LS	\$ 500.00	\$ 500.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
20	2-11	Trimming and Cleanup	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00	\$ 5,000.00	\$ 5,000.00
21	4-04	Crushed Surfacing Base Course	1,790	TON	\$ 39.00	\$ 69,810.00	\$ 21.00	\$ 37,590.00	\$ 37.00	\$ 66,230.00	\$ 30.00	\$ 53,700.00	\$ 30.00	\$ 53,700.00	\$ 40.00	\$ 71,600.00
22	4-04	Crushed Surfacing Top Course	3,210	TON	\$ 43.00	\$ 138,030.00	\$ 22.00	\$ 70,620.00	\$ 37.00	\$ 118,770.00	\$ 28.00	\$ 89,880.00	\$ 32.00	\$ 102,720.00	\$ 40.00	\$ 128,400.00
23	5-04	HMA Cl. 1/2" PG 64-22	3,280	TON	\$ 80.00	\$ 262,400.00	\$ 76.00	\$ 249,280.00	\$ 80.00	\$ 262,400.00	\$ 76.75	\$ 251,740.00	\$ 73.00	\$ 239,440.00	\$ 75.00	\$ 246,000.00
24	5-04	Planing Bituminous Pavement	1,325	SY	\$ 7.00	\$ 9,275.00	\$ 7.00	\$ 9,275.00	\$ 7.00	\$ 9,275.00	\$ 8.70	\$ 11,527.50	\$ 9.00	\$ 11,925.00	\$ 6.00	\$ 7,950.00
25	5-04	Pavement Repair Excavation Incl. Haul	65	SY	\$ 115.00	\$ 7,475.00	\$ 60.00	\$ 3,900.00	\$ 24.00	\$ 1,560.00	\$ 110.00	\$ 7,150.00	\$ 50.00	\$ 3,250.00	\$ 40.00	\$ 2,600.00
26	6-06	Bridge Railing Type Pedestrian	100	LF	\$ 150.00	\$ 15,000.00	\$ 60.00	\$ 6,000.00	\$ 100.00	\$ 10,000.00	\$ 105.80	\$ 10,580.00	\$ 130.00	\$ 13,000.00	\$ 185.00	\$ 18,500.00
27	6-10	Temporary Conc. Barrier	1,000	LF	\$ 0.01	\$ 10.00	\$ 12.00	\$ 12,000.00	\$ 6.00	\$ 6,000.00	\$ 22.00	\$ 22,000.00	\$ 35.00	\$ 35,000.00	\$ 15.00	\$ 15,000.00
28	6-13	Modular Block Wall	430	SF	\$ 30.00	\$ 12,900.00	\$ 32.00	\$ 13,760.00	\$ 30.00	\$ 12,900.00	\$ 35.00	\$ 15,050.00	\$ 33.00	\$ 14,190.00	\$ 50.00	\$ 21,500.00
29	6-13	Structural Earth Wall - Precast Concrete Block Facing	670	SF	\$ 30.00	\$ 20,100.00	\$ 42.00	\$ 28,140.00	\$ 30.00	\$ 20,100.00	\$ 35.75	\$ 23,952.50	\$ 38.00	\$ 25,460.00	\$ 50.00	\$ 33,500.00
30	6-13	Backfill for Structural Earth Wall Incl. Haul	140	CY	\$ 45.00	\$ 6,300.00	\$ 65.00	\$ 9,100.00	\$ 57.00	\$ 7,980.00	\$ 23.00	\$ 3,220.00	\$ 50.00	\$ 7,000.00	\$ 40.00	\$ 5,600.00
31	6-16	Shaft - 24 Inch Diameter	204	LF	\$ 105.00	\$ 21,420.00	\$ 175.00	\$ 35,700.00	\$ 160.00	\$ 32,640.00	\$ 213.00	\$ 43,452.00	\$ 180.00	\$ 36,720.00	\$ 120.00	\$ 24,480.00
32	6-16	Furnishing Soldier Pile - W12x50	48	LF	\$ 50.00	\$ 2,400.00	\$ 70.00	\$ 3,360.00	\$ 50.00	\$ 2,400.00	\$ 50.70	\$ 2,433.60	\$ 50.00	\$ 2,400.00	\$ 50.00	\$ 2,400.00
33	6-16	Furnishing Soldier Pile - W12x35	42	LF	\$ 40.00	\$ 1,680.00	\$ 70.00	\$ 2,940.00	\$ 40.00	\$ 1,680.00	\$ 40.60	\$ 1,705.20	\$ 40.00	\$ 1,680.00	\$ 40.00	\$ 1,680.00
34	6-16	Furnishing Soldier Pile - W12x26	95	LF	\$ 33.00	\$ 3,135.00	\$ 55.00	\$ 5,225.00	\$ 35.00	\$ 3,325.00	\$ 35.50	\$ 3,372.50	\$ 35.00	\$ 3,325.00	\$ 35.00	\$ 3,325.00
35	6-16	Timber Lagging	590	SF	\$ 16.00	\$ 9,440.00	\$ 25.00	\$ 14,750.00	\$ 22.00	\$ 12,980.00	\$ 26.30	\$ 15,517.00	\$ 15.00	\$ 8,850.00	\$ 20.00	\$ 11,800.00
36	6-16	Prefabricated Drainage Mat	110	SY	\$ 20.00	\$ 2,200.00	\$ 20.00	\$ 2,200.00	\$ 12.00	\$ 1,320.00	\$ 12.25	\$ 1,347.50	\$ 10.00	\$ 1,100.00	\$ 35.00	\$ 3,850.00
37	6-16	Concrete Fascia Panel	850	SF	\$ 65.00	\$ 55,250.00	\$ 78.00	\$ 66,300.00	\$ 70.00	\$ 59,500.00	\$ 90.00	\$ 76,500.00	\$ 95.00	\$ 80,750.00	\$ 50.00	\$ 42,500.00
38	6-19	St. Reinf. Rebar For Shaft	1,500	LB	\$ 3.00	\$ 4,500.00	\$ 3.00	\$ 4,500.00	\$ 2.00	\$ 3,000.00	\$ 3.00	\$ 4,500.00	\$ 1.20	\$ 1,800.00	\$ 5.00	\$ 7,500.00
39	6-19	Conc. Class 4000 For Shaft	9	CY	\$ 140.00	\$ 1,260.00	\$ 300.00	\$ 2,700.00	\$ 700.00	\$ 6,300.00	\$ 480.00	\$ 4,320.00	\$ 700.00	\$ 6,300.00	\$ 500.00	\$ 4,500.00
40	6-19	Removing Soldier Pile Shaft Obstructions	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
41	7-01	Cleanout	19	EA	\$ 450.00	\$ 8,550.00	\$ 600.00	\$ 11,400.00	\$ 500.00	\$ 9,500.00	\$ 460.00	\$ 8,740.00	\$ 500.00	\$ 9,500.00	\$ 500.00	\$ 9,500.00
42	7-01	Underdrain Pipe, 6-In. Diameter	515	LF												



Des Moines Transportation Gateway Project

South 216th Street - Segment 1A, 24th Avenue South to I

Construction Cost Estimate
Bid Document with Addendum 1 & 2
January 2016

KPG
SEATTLE · TACOMA

No.	Sect.	Item	Qty	Unit	GMCC		RW Scott		Ceccanti		PCI		Tucci & Sons		Westwater	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
58A	7-05	Yard Drain	2	EA	\$ 520.00	\$ 1,040.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 615.00	\$ 1,230.00	\$ 750.00	\$ 1,500.00	\$ 250.00	\$ 500.00
58B	7-05	Trench Drain	49	LF	\$ 250.00	\$ 12,250.00	\$ 125.00	\$ 6,125.00	\$ 220.00	\$ 10,780.00	\$ 220.00	\$ 10,780.00	\$ 250.00	\$ 12,250.00	\$ 260.00	\$ 12,740.00
60	7-05	Relocate Double Detector Check Valve Assembly	1	LS	\$ 29,000.00	\$ 29,000.00	\$ 40,000.00	\$ 40,000.00	\$ 41,000.00	\$ 41,000.00	\$ 35,000.00	\$ 35,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00
61	8-01	Erosion Control and Water Pollution Prevention	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 48,000.00	\$ 48,000.00	\$ 55,000.00	\$ 55,000.00	\$ 15,000.00	\$ 15,000.00
62	8-02	Topsoil Type A	275	CY	\$ 42.00	\$ 11,550.00	\$ 44.00	\$ 12,100.00	\$ 60.00	\$ 16,500.00	\$ 40.50	\$ 11,137.50	\$ 40.00	\$ 11,000.00	\$ 50.00	\$ 13,750.00
63	8-02	Acer platanoides 'Crimson Sentry'/ Crimson Sentry Maple; 2.5" Cal., 12'-14" Ht.	9	EA	\$ 290.00	\$ 2,610.00	\$ 360.00	\$ 3,240.00	\$ 500.00	\$ 4,500.00	\$ 340.00	\$ 3,060.00	\$ 352.00	\$ 3,168.00	\$ 500.00	\$ 4,500.00
64	8-02	Cornus 'Eddie's White Wonder'/ Eddie's White Wonder Dogwood; 2.5" Cal., 12'-14" Ht.	11	EA	\$ 400.00	\$ 4,400.00	\$ 580.00	\$ 6,380.00	\$ 580.00	\$ 6,380.00	\$ 538.00	\$ 5,918.00	\$ 434.00	\$ 4,774.00	\$ 500.00	\$ 5,500.00
65	8-02	Kalmia latifolia 'Elf'/ Elf Dwarf Mountain Laurel; 15"-18" Ht.	38	EA	\$ 11.00	\$ 418.00	\$ 34.00	\$ 1,292.00	\$ 20.00	\$ 760.00	\$ 31.50	\$ 1,197.00	\$ 37.00	\$ 1,406.00	\$ 20.00	\$ 760.00
66	8-02	Rhododendron 'Ramapo'/ Ramapo Rhododendron; 15"-18" Ht.	26	EA	\$ 31.00	\$ 868.00	\$ 42.00	\$ 1,176.00	\$ 40.00	\$ 1,120.00	\$ 38.50	\$ 1,078.00	\$ 30.00	\$ 840.00	\$ 20.00	\$ 560.00
67	8-02	Deutzia gracilis 'Nikko'/ Nikko Slender Deutzia; 15"-18" Ht.	23	EA	\$ 31.00	\$ 713.00	\$ 70.00	\$ 1,610.00	\$ 35.00	\$ 805.00	\$ 66.00	\$ 1,518.00	\$ 26.00	\$ 598.00	\$ 20.00	\$ 460.00
68	8-02	Fothergilla gardenii 'Blue Mist'/ Blue Mist Dwarf Fothergilla; 15"-18" Ht.	45	EA	\$ 35.00	\$ 1,575.00	\$ 70.00	\$ 3,150.00	\$ 40.00	\$ 1,800.00	\$ 66.00	\$ 2,970.00	\$ 30.00	\$ 1,350.00	\$ 20.00	\$ 900.00
69	8-02	Spiraea japonica 'Walburna'/ Magic Carpet Spiraea; 2 Gal. Cont.	74	EA	\$ 20.00	\$ 1,480.00	\$ 34.00	\$ 2,516.00	\$ 30.00	\$ 2,220.00	\$ 31.50	\$ 2,331.00	\$ 24.00	\$ 1,776.00	\$ 20.00	\$ 1,480.00
70	8-02	Rosa x 'Noamel'/ Flower Carpet Amber Groundcover Rose; 2 Gal. Cont.	94	EA	\$ 16.00	\$ 1,504.00	\$ 34.00	\$ 3,196.00	\$ 25.00	\$ 2,350.00	\$ 31.50	\$ 2,961.00	\$ 27.00	\$ 2,538.00	\$ 20.00	\$ 1,880.00
71	8-02	Erica x darleyensis 'Kramer's Rote'/ Darley Dale Heath; 1 Gal. Cont.	38	EA	\$ 9.00	\$ 342.00	\$ 14.00	\$ 532.00	\$ 20.00	\$ 760.00	\$ 13.20	\$ 501.60	\$ 13.50	\$ 513.00	\$ 10.00	\$ 380.00
72	8-02	Helictotrichon sempervirens 'Sapphire'/ Sapphire Blue Oat Grass; 1 Gal. Cont.	164	EA	\$ 8.00	\$ 1,312.00	\$ 14.00	\$ 2,296.00	\$ 24.00	\$ 3,936.00	\$ 13.20	\$ 2,164.80	\$ 12.50	\$ 2,050.00	\$ 10.00	\$ 1,640.00
73	8-02	Berberis thunbergii 'Concorde'/ Concorde Japanese Barberry; 1 Gal. Cont.	59	EA	\$ 10.00	\$ 590.00	\$ 14.00	\$ 826.00	\$ 20.00	\$ 1,180.00	\$ 13.20	\$ 778.80	\$ 17.25	\$ 1,017.75	\$ 10.00	\$ 590.00
74	8-02	Cornus stolonifera 'Kelsey'/ Kelsey Redtwig Dogwood; 1 Gal. Cont.	24	EA	\$ 9.00	\$ 216.00	\$ 10.00	\$ 240.00	\$ 30.00	\$ 720.00	\$ 9.20	\$ 220.80	\$ 9.50	\$ 228.00	\$ 10.00	\$ 240.00
75	8-02	Viburnum opulus 'Nanum'/ Dwarf European Cranberry Bush; 1 Gal. Cont.	55	EA	\$ 11.00	\$ 605.00	\$ 19.00	\$ 1,045.00	\$ 30.00	\$ 1,650.00	\$ 17.25	\$ 948.75	\$ 14.50	\$ 797.50	\$ 10.00	\$ 550.00
76	8-02	Fragaria 'Lipstick'/ Lipstick Ornamental Strawberry; 1 Gal. Cont.	315	EA	\$ 8.00	\$ 2,520.00	\$ 10.00	\$ 3,150.00	\$ 16.00	\$ 5,040.00	\$ 9.15	\$ 2,882.25	\$ 13.00	\$ 4,095.00	\$ 10.00	\$ 3,150.00
77	8-02	Iberis sempervirens 'Snow Cushion'/ Evergreen Candytuft; 1 Gal. Cont.	115	EA	\$ 9.00	\$ 1,035.00	\$ 13.00	\$ 1,495.00	\$ 30.00	\$ 3,450.00	\$ 12.20	\$ 1,403.00	\$ 14.00	\$ 1,610.00	\$ 10.00	\$ 1,150.00
78	8-02	Ajuga reptans 'Caitlin's Giant'/ Bugleweed; 1 Gal. Cont.	115	EA	\$ 9.00	\$ 1,035.00	\$ 13.00	\$ 1,495.00	\$ 30.00	\$ 3,450.00	\$ 12.20	\$ 1,403.00	\$ 14.50	\$ 1,667.50	\$ 10.00	\$ 1,150.00
79	8-02	Pennisetum alopecuroides 'Little Bunny'/ Little Bunny Dwarf Fountain Grass; 1 Gal. Cont.	50	EA	\$ 9.00	\$ 450.00	\$ 13.00	\$ 650.00	\$ 20.00	\$ 1,000.00	\$ 12.20	\$ 610.00	\$ 13.50	\$ 675.00	\$ 10.00	\$ 500.00
80	8-02	Anemone x hybrida 'Harmony Blue'/ Hybrid Anemone; Bulb	75	EA	\$ 7.00	\$ 525.00	\$ 17.00	\$ 1,275.00	\$ 20.00	\$ 1,500.00	\$ 15.25	\$ 1,143.75	\$ 2.00	\$ 150.00	\$ 5.00	\$ 375.00
81	8-02	Narcissus 'Mount Hood'/ Trumpet Daffodil; Bulb	75	EA	\$ 4.00	\$ 300.00	\$ 9.00	\$ 675.00	\$ 5.00	\$ 375.00	\$ 8.15	\$ 611.25	\$ 3.00	\$ 225.00	\$ 5.00	\$ 375.00
81A	8-02	Hydrangea anomala ssp. petiolaris/ Climbing Hydrangea; 1 Gal. Cont.	14	EA	\$ 12.00	\$ 168.00	\$ 19.00	\$ 266.00	\$ 10.00	\$ 140.00	\$ 17.25	\$ 241.50	\$ 16.00	\$ 224.00	\$ 10.00	\$ 140.00
82	8-02	Bark Mulch	32	CY	\$ 50.00	\$ 1,600.00	\$ 61.00	\$ 1,952.00	\$ 60.00	\$ 1,920.00	\$ 57.85	\$ 1,851.20	\$ 47.50	\$ 1,520.00	\$ 50.00	\$ 1,600.00
83	8-02	Seeded Lawn Installation	600	SY	\$ 1.70	\$ 1,020.00	\$ 3.00	\$ 1,800.00	\$ 6.00	\$ 3,600.00	\$ 2.50	\$ 1,500.00	\$ 2.75	\$ 1,650.00	\$ 5.00	\$ 3,000.00
84	8-02	Root Barrier	420	LF	\$ 10.00	\$ 4,200.00	\$ 9.00	\$ 3,780.00	\$ 5.00	\$ 2,100.00	\$ 8.00	\$ 3,360.00	\$ 8.00	\$ 3,360.00	\$ 15.00	\$ 6,300.00
85	8-02	Property Restoration	1	EST	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
86	8-03	Automatic Irrigation System Complete	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 42,000.00	\$ 42,000.00	\$ 33,000.00	\$ 33,000.00	\$ 37,000.00	\$ 37,000.00	\$ 40,000.00	\$ 40,000.00
87	8-04	Cement Conc. Modified Traffic Curb and Gutter	2,090	LF	\$ 26.00	\$ 54,340.00	\$ 15.00	\$ 31,350.00	\$ 30.00	\$ 62,700.00	\$ 23.00	\$ 48,070.00	\$ 19.00	\$ 39,710.00	\$ 20.00	\$ 41,800.00
88	8-04	Cement Concrete Extruded Curb	335	LF	\$ 6.00	\$ 2,010.00	\$ 8.00	\$ 2,680.00	\$ 8.00	\$ 2,010.00	\$ 6.50	\$ 2,177.50	\$ 6.00	\$ 2,010.00	\$ 15.00	\$ 5,025.00
89	8-06	Cement Conc. Driveway Entrance Type 1	275	SY	\$ 95.00	\$ 26,125.00	\$ 58.00	\$ 15,950.00	\$ 66.00	\$ 18,150.00	\$ 91.00	\$ 25,025.00	\$ 70.00	\$ 19,250.00	\$ 75.00	\$ 20,625.00
90	8-06	Cement Conc. Driveway Entrance Type 1 Modified	175	SY	\$ 95.00	\$ 16,625.00	\$ 58.00	\$ 10,150.00	\$ 66.00	\$ 11,550.00	\$ 91.00	\$ 15,925.00	\$ 70.00	\$ 12,250.00	\$ 75.00	\$ 13,125.00
91	8-07	Precast Dual Faced Sloped Mountable Curb	200	LF	\$ 24.00	\$ 4,800.00	\$ 25.00	\$ 5,000.00	\$ 23.00	\$ 4,600.00	\$ 23.50	\$ 4,700.00	\$ 23.00	\$ 4,600.00	\$ 20.00	\$ 4,000.00
92	8-09	Raised Pavement Marker Type 1	13	HUND	\$ 150.00	\$ 1,950.00	\$ 165.00	\$ 2,145.00	\$ 150.00	\$ 1,950.00	\$ 158.00	\$ 2,054.00	\$ 156.00	\$ 2,028.00	\$ 500.00	\$ 6,500.00
93	8-09	Raised Pavement Marker Type 2	3	HUND	\$ 400.00	\$ 1,200.00	\$ 440.00	\$ 1,320.00	\$ 400.00	\$ 1,200.00	\$ 406.00	\$ 1,218.00	\$ 409.00	\$ 1,227.00	\$ 500.00	\$ 1,500.00
94	8-12	Chain Link Fence	1,160	LF	\$ 30.00	\$ 34,800.00	\$ 39.00	\$ 45,240.00	\$ 24.00	\$ 27,840.00	\$ 37.00	\$ 42,920.00	\$ 37.00	\$ 42,920.00	\$ 40.00	\$ 46,400.00
95	8-14	Cement Conc. Sidewalk	1,985	SY	\$ 68.00	\$ 134,980.00	\$ 50.00	\$ 99,250.00	\$ 24.00	\$ 47,640.00	\$ 70.00	\$ 139,950.00	\$ 60.00	\$ 119,100.00	\$ 50.00	\$ 99,250.00



Des Moines Transportation Gateway Project

South 216th Street - Segment 1A, 24th Avenue South to :

Construction Cost Estimate
Bid Document with Addendum 1 & 2
January 2016



					GMCC		RW Scott		Ceccanti		PCI		Tucci & Sons		Westwater	
No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
96	8-14	Type Perpendicular A Curb Ramp	5	EA	\$ 1,600.00	\$ 8,000.00	\$ 900.00	\$ 4,500.00	\$ 1,500.00	\$ 7,500.00	\$ 1,400.00	\$ 7,000.00	\$ 1,600.00	\$ 8,000.00	\$ 2,000.00	\$ 10,000.00
97	8-14	Modified Parallel Curb Ramp	1	EA	\$ 3,900.00	\$ 3,900.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,800.00	\$ 3,800.00	\$ 2,000.00	\$ 2,000.00
98	8-14	Decorative Stamped Cement Concrete Finish	50	SY	\$ 17.00	\$ 850.00	\$ 85.00	\$ 4,250.00	\$ 80.00	\$ 4,000.00	\$ 68.00	\$ 3,400.00	\$ 70.00	\$ 3,500.00	\$ 250.00	\$ 12,500.00
99	8-14	Concrete Paver	750	SF	\$ 70.00	\$ 52,500.00	\$ 79.00	\$ 59,250.00	\$ 14.00	\$ 10,500.00	\$ 76.00	\$ 57,000.00	\$ 84.00	\$ 63,000.00	\$ 100.00	\$ 75,000.00
100	8-14	Bus Shelter Footing	2	EA	\$ 1,600.00	\$ 3,200.00	\$ 6,000.00	\$ 12,000.00	\$ 5,800.00	\$ 11,600.00	\$ 4,000.00	\$ 8,000.00	\$ 5,500.00	\$ 11,000.00	\$ 4,000.00	\$ 8,000.00
101	8-20	Modification of Existing Traffic Signal System at S 216th Street & International Blvd Complete	1	LS	\$ 245,000.00	\$ 245,000.00	\$ 260,000.00	\$ 260,000.00	\$ 300,000.00	\$ 300,000.00	\$ 240,000.00	\$ 240,000.00	\$ 269,000.00	\$ 269,000.00	\$ 250,000.00	\$ 250,000.00
102	8-20	Temporary Signal Installation Complete	1	LS	\$ 27,000.00	\$ 27,000.00	\$ 17,000.00	\$ 17,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 18,600.00	\$ 18,600.00	\$ 250,000.00	\$ 250,000.00
103	8-20	Modification of Existing ITS / TSP / Fiber Optic Interconnect Systems Complete	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 36,000.00	\$ 36,000.00	\$ 60,000.00	\$ 60,000.00	\$ 35,000.00	\$ 35,000.00	\$ 28,300.00	\$ 28,300.00	\$ 50,000.00	\$ 50,000.00
104	8-20	Illumination System Complete	1	LS	\$ 330,000.00	\$ 330,000.00	\$ 340,000.00	\$ 340,000.00	\$ 390,000.00	\$ 390,000.00	\$ 320,000.00	\$ 320,000.00	\$ 306,300.00	\$ 306,300.00	\$ 325,000.00	\$ 325,000.00
105	8-20	Decorative Uplighting System Complete	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 37,000.00	\$ 37,000.00	\$ 34,500.00	\$ 34,500.00	\$ 50,000.00	\$ 50,000.00
106	8-21	Permanent Signing	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 12,700.00	\$ 12,700.00	\$ 5,000.00	\$ 5,000.00	\$ 3,800.00	\$ 3,800.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
107	8-21	Business Access Sign	5	EA	\$ 750.00	\$ 3,750.00	\$ 700.00	\$ 3,500.00	\$ 350.00	\$ 1,750.00	\$ 600.00	\$ 3,000.00	\$ 1,000.00	\$ 5,000.00	\$ 300.00	\$ 1,500.00
108	8-22	Paint Line, 4-in.	2,840	LF	\$ 0.30	\$ 852.00	\$ 0.32	\$ 908.80	\$ 1.00	\$ 2,840.00	\$ 0.30	\$ 852.00	\$ 0.29	\$ 823.60	\$ 1.00	\$ 2,840.00
109	8-22	Plastic Stop Line	270	LF	\$ 18.00	\$ 4,860.00	\$ 19.00	\$ 5,130.00	\$ 17.00	\$ 4,590.00	\$ 17.25	\$ 4,657.50	\$ 17.00	\$ 4,590.00	\$ 10.00	\$ 2,700.00
110	8-22	Plastic Crosswalk Line	1,000	SF	\$ 9.00	\$ 9,000.00	\$ 10.00	\$ 10,000.00	\$ 10.00	\$ 10,000.00	\$ 9.15	\$ 9,150.00	\$ 9.00	\$ 9,000.00	\$ 4.00	\$ 4,000.00
111	8-22	Plastic Traffic Arrow	16	EA	\$ 350.00	\$ 5,600.00	\$ 355.00	\$ 5,680.00	\$ 150.00	\$ 2,400.00	\$ 332.00	\$ 5,312.00	\$ 327.00	\$ 5,232.00	\$ 100.00	\$ 1,600.00
112	8-22	Plastic Traffic Letter	36	EA	\$ 100.00	\$ 3,600.00	\$ 105.00	\$ 3,780.00	\$ 150.00	\$ 5,400.00	\$ 99.00	\$ 3,564.00	\$ 97.00	\$ 3,492.00	\$ 100.00	\$ 3,600.00
113	8-22	Plastic Bicycle Lane Symbol	9	EA	\$ 420.00	\$ 3,780.00	\$ 425.00	\$ 3,825.00	\$ 350.00	\$ 3,150.00	\$ 403.00	\$ 3,627.00	\$ 397.00	\$ 3,573.00	\$ 200.00	\$ 1,800.00
114	8-22	Plastic Bicycle Lane Symbol for Loop Detection	3	EA	\$ 100.00	\$ 300.00	\$ 110.00	\$ 330.00	\$ 100.00	\$ 300.00	\$ 102.00	\$ 306.00	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00
115	8-22	Removing Pavement Markings	3,400	LF	\$ 0.50	\$ 1,700.00	\$ 0.52	\$ 1,768.00	\$ 1.00	\$ 3,400.00	\$ 0.48	\$ 1,632.00	\$ 0.47	\$ 1,598.00	\$ 2.00	\$ 6,800.00
116	8-23	Temporary Pavement Markings	6,100	LF	\$ 0.15	\$ 915.00	\$ 0.18	\$ 1,098.00	\$ 0.20	\$ 1,220.00	\$ 0.15	\$ 915.00	\$ 0.15	\$ 915.00	\$ 1.00	\$ 6,100.00
117	8-23	Removing Temporary Pavement Markings	6,100	LF	\$ 0.10	\$ 610.00	\$ 0.10	\$ 610.00	\$ 0.20	\$ 1,220.00	\$ 0.07	\$ 427.00	\$ 0.07	\$ 427.00	\$ 1.00	\$ 6,100.00
118	8-26	Franchise Utility Coordination	1	LS	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 50,000.00	\$ 50,000.00
119	8-26	HMA For Trench Patching Class 1/2" PG 64-22, for Aerial Utility Conversion	45	TON	\$ 160.00	\$ 7,200.00	\$ 180.00	\$ 8,100.00	\$ 200.00	\$ 9,000.00	\$ 152.00	\$ 6,840.00	\$ 150.00	\$ 6,750.00	\$ 200.00	\$ 9,000.00
120	8-26	Franchise Utility Excavation, Inc. Haul	1,100	CY	\$ 125.00	\$ 137,500.00	\$ 80.00	\$ 88,000.00	\$ 55.00	\$ 60,500.00	\$ 75.00	\$ 82,500.00	\$ 85.00	\$ 93,500.00	\$ 90.00	\$ 99,000.00
121	8-26	Franchise Utility Trench Bedding, Sand	370	CY	\$ 29.00	\$ 10,730.00	\$ 40.00	\$ 14,800.00	\$ 37.00	\$ 13,690.00	\$ 75.00	\$ 27,750.00	\$ 50.00	\$ 18,500.00	\$ 40.00	\$ 14,800.00
122	8-26	Franchise Utility Trench Backfill, Fluidized Thermal Backfill	30	CY	\$ 170.00	\$ 5,100.00	\$ 200.00	\$ 6,000.00	\$ 150.00	\$ 4,500.00	\$ 130.00	\$ 3,900.00	\$ 200.00	\$ 6,000.00	\$ 150.00	\$ 4,500.00
123	8-26	Franchise Utility Trench and Structure Backfill, Crushed Surfacing Top Course	1,000	TON	\$ 16.00	\$ 16,000.00	\$ 30.00	\$ 30,000.00	\$ 37.00	\$ 37,000.00	\$ 19.00	\$ 19,000.00	\$ 20.00	\$ 20,000.00	\$ 20.00	\$ 20,000.00
124	8-26	Shoring or Extra Excavation Class B for Aerial Utility Conversion	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
125	8-26	Secondary Electrical Service Connections	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
126	8-30	Bench with Lighting	6	EA	\$ 3,300.00	\$ 19,800.00	\$ 4,500.00	\$ 27,000.00	\$ 2,500.00	\$ 15,000.00	\$ 2,500.00	\$ 15,000.00	\$ 4,600.00	\$ 27,600.00	\$ 1,000.00	\$ 6,000.00
127	8-30	Bench	2	EA	\$ 2,900.00	\$ 5,800.00	\$ 2,500.00	\$ 5,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,000.00	\$ 4,000.00	\$ 2,600.00	\$ 5,200.00	\$ 3,500.00	\$ 7,000.00
128	8-31	Trash Receptacle	2	EA	\$ 2,100.00	\$ 4,200.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 400.00	\$ 800.00	\$ 2,600.00	\$ 5,200.00	\$ 3,500.00	\$ 7,000.00
129	8-32	Decorative Metal Banner	8	EA	\$ 1,800.00	\$ 14,400.00	\$ 1,500.00	\$ 12,000.00	\$ 3,600.00	\$ 28,800.00	\$ 2,550.00	\$ 20,400.00	\$ 2,200.00	\$ 17,600.00	\$ 2,000.00	\$ 16,000.00
130	8-33	Rest Node Sail	6	EA	\$ 13,000.00	\$ 78,000.00	\$ 12,000.00	\$ 72,000.00	\$ 12,000.00	\$ 72,000.00	\$ 11,700.00	\$ 70,200.00	\$ 17,000.00	\$ 102,000.00	\$ 12,500.00	\$ 75,000.00
131	8-34	Tree Grate	20	EA	\$ 1,300.00	\$ 26,000.00	\$ 1,500.00	\$ 30,000.00	\$ 1,400.00	\$ 28,000.00	\$ 1,000.00	\$ 20,000.00	\$ 1,800.00	\$ 36,000.00	\$ 1,500.00	\$ 30,000.00
132	8-35	Gateway Feature	1	LS	\$ 155,000.00	\$ 155,000.00	\$ 180,000.00	\$ 180,000.00	\$ 70,000.00	\$ 70,000.00	\$ 139,000.00	\$ 139,000.00	\$ 265,000.00	\$ 265,000.00	\$ 200,000.00	\$ 200,000.00
133	8-36	Civic Directional Sign and Pole Relocation	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,600.00	\$ 3,600.00	\$ 1,800.00	\$ 1,800.00	\$ 5,000.00	\$ 5,000.00
TOTAL - SCHEDULE A					\$ 3,649,298.00		\$ 3,912,166.80		\$ 3,934,496.00		\$ 4,052,883.20		\$ 4,515,001.35		\$ 4,549,270.00	

No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE B - PSE UNDERGROUNDING																
1	1-04	Unexpected Site Changes	1	EST	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	8-26	Install Franchise Utility Conduit, 2-Inch DB 120	410	LF	\$ 7.00	\$ 2,870.00	\$ 2.00	\$ 820.00	\$ 3.00	\$ 1,230.00	\$ 2.40	\$ 984.00	\$ 2.25	\$ 922.50	\$ 10.00	\$ 4,100.00
3	8-26	Install Franchise Utility Conduit, 3-Inch DB 120	389	LF	\$ 6.00	\$ 2,334.00	\$ 3.00	\$ 1,167.00	\$ 3.00	\$ 1,167.00	\$ 2.40	\$ 933.60	\$ 3.00	\$ 1,167.00	\$ 12.00	\$ 4,668.00
4	8-26	Install Franchise Utility Conduit, 4-Inch DB 120	3,751	LF	\$ 3.50	\$ 13,128.50	\$ 3.00	\$ 11,253.00	\$ 4.00	\$ 15,004.00	\$ 2.40	\$ 9,002.40	\$ 3.50	\$ 13,128.50	\$ 15.00	\$ 56,265.00
5	8-26	Install Franchise Utility Conduit, 6-Inch DB 120	1,507	LF	\$ 6.00	\$ 9,042.00	\$ 4.00	\$ 6,028.00	\$ 5.00	\$ 7,535.00	\$ 3.00	\$ 4,521.00	\$ 4.70	\$ 7,082.90	\$ 20.00	\$ 30,140.00
6	8-26	Install Franchise Utility Structure - Junction Box 4'8"x7'x5'8"	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 2,500.00	\$ 12,500.00	\$ 800.00	\$ 4,000.00	\$ 1,250.00	\$ 6,250.00	\$ 900.00	\$ 4,500.00	\$ 7,500.00	\$ 37,500.00



Des Moines Transportation Gateway Project

South 216th Street - Segment 1A, 24th Avenue South to I

Construction Cost Estimate
Bid Document with Addendum 1 & 2
January 2016



					GMCC		RW Scott		Ceccanti		PCI		Tucci & Sons		Westwater	
No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
7	8-26	Install Franchise Utility Structure - Transformer 4'8"x4'8"x3'6"	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 2,000.00	\$ 4,000.00	\$ 800.00	\$ 1,600.00	\$ 1,040.00	\$ 2,080.00	\$ 900.00	\$ 1,800.00	\$ 6,500.00	\$ 13,000.00
8	8-26	Install Franchise Utility Structure - Transformer 4'2"x4'8"x3'6"	2	EA	\$ 500.00	\$ 1,000.00	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00	\$ 1,040.00	\$ 2,080.00	\$ 800.00	\$ 1,600.00	\$ 5,000.00	\$ 10,000.00
9	8-26	Install Franchise Utility Structure - Handhole 2'6"x2'6"x2'	2	EA	\$ 200.00	\$ 400.00	\$ 1,200.00	\$ 2,400.00	\$ 800.00	\$ 1,600.00	\$ 620.00	\$ 1,240.00	\$ 800.00	\$ 1,600.00	\$ 3,500.00	\$ 7,000.00
10	8-26	Install Franchise Utility Structure - Handhole 2'8"x2'8"x3'6"	1	EA	\$ 400.00	\$ 400.00	\$ 1,200.00	\$ 1,200.00	\$ 800.00	\$ 800.00	\$ 1,400.00	\$ 1,400.00	\$ 800.00	\$ 800.00	\$ 3,500.00	\$ 3,500.00
Subtotal Schedule B					\$	54,274.50	\$	57,368.00	\$	49,536.00	\$	43,491.00	\$	47,600.90	\$	181,173.00
Sales Tax @ 9.5%					\$	5,156.08	\$	5,449.96	\$	4,705.92	\$	4,131.65	\$	4,522.09	\$	17,211.44
TOTAL - SCHEDULE B					\$	59,430.58	\$	62,817.96	\$	54,241.92	\$	47,622.65	\$	52,122.99	\$	198,384.44
No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE C - COMCAST UNDERGROUNDING																
1	1-04	Unexpected Site Changes	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	8-26	Install Franchise Utility Conduit, 2-Inch	1,798	LF	\$ 4.00	\$ 7,192.00	\$ 3.00	\$ 5,394.00	\$ 3.00	\$ 5,394.00	\$ 2.40	\$ 4,315.20	\$ 2.25	\$ 4,045.50	\$ 10.00	\$ 17,980.00
3	8-26	Install Franchise Utility Conduit, 4-Inch	1,523	LF	\$ 3.50	\$ 5,330.50	\$ 4.00	\$ 6,092.00	\$ 4.00	\$ 6,092.00	\$ 2.40	\$ 3,655.20	\$ 3.50	\$ 5,330.50	\$ 15.00	\$ 22,845.00
4	8-26	Install Franchise Utility Structure - Pedestal	2	EA	\$ 200.00	\$ 400.00	\$ 1,100.00	\$ 2,200.00	\$ 800.00	\$ 1,600.00	\$ 610.00	\$ 1,220.00	\$ 900.00	\$ 1,800.00	\$ 2,000.00	\$ 4,000.00
5	8-26	Install Franchise Utility Structure - Vault 34.75"x52.25"x36"	5	EA	\$ 700.00	\$ 3,500.00	\$ 1,800.00	\$ 9,000.00	\$ 800.00	\$ 4,000.00	\$ 500.00	\$ 2,500.00	\$ 900.00	\$ 4,500.00	\$ 4,000.00	\$ 20,000.00
Subtotal Schedule C					\$	21,422.50	\$	27,686.00	\$	22,086.00	\$	16,690.40	\$	20,676.00	\$	69,825.00
Sales Tax @ 9.5%					\$	2,035.14	\$	2,630.17	\$	2,098.17	\$	1,585.59	\$	1,964.22	\$	6,633.38
TOTAL - SCHEDULE C					\$	23,457.64	\$	30,316.17	\$	24,184.17	\$	18,275.99	\$	22,640.22	\$	76,458.38
No.	Sect.	Item	Qty	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
SCHEDULE D - CENTURY LINK UNDERGROUNDING																
1	1-04	Unexpected Site Changes	1	EST	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	8-26	Install Franchise Utility Conduit, 4-Inch	2,705	LF	\$ 3.50	\$ 9,467.50	\$ 4.00	\$ 10,820.00	\$ 4.00	\$ 10,820.00	\$ 2.40	\$ 6,492.00	\$ 3.50	\$ 9,467.50	\$ 15.00	\$ 40,575.00
3	8-26	Install Franchise Utility Structure - Vault 4484 TA	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 800.00	\$ 800.00	\$ 625.00	\$ 625.00	\$ 1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00
4	8-26	Install Franchise Utility Structure - Handhole 264 TA	3	EA	\$ 1,300.00	\$ 3,900.00	\$ 1,500.00	\$ 4,500.00	\$ 400.00	\$ 1,200.00	\$ 625.00	\$ 1,875.00	\$ 900.00	\$ 2,700.00	\$ 2,500.00	\$ 7,500.00
Subtotal Schedule D					\$	19,867.50	\$	23,320.00	\$	17,820.00	\$	13,992.00	\$	18,167.50	\$	60,575.00
Sales Tax @ 9.5%					\$	1,887.41	\$	2,215.40	\$	1,692.90	\$	1,329.24	\$	1,725.91	\$	5,754.63
TOTAL - SCHEDULE D					\$	21,754.91	\$	25,535.40	\$	19,512.90	\$	15,321.24	\$	19,893.41	\$	66,329.63
TOTAL BID AMOUNT - ALL SCHEDULES					\$	3,753,941.13	\$	4,030,836.33	\$	4,032,434.99	\$	4,134,103.07	\$	4,609,657.97	\$	4,890,442.44

Prepared By: Nelson Davis 1/14/2016
Nelson Davis, KPG

S 216th St - Segment 1A			Project #	319,332.040	Summary Project Description:							
TOTAL PROJECT SCOPE					PROJECT ALLOCATIONS BY YEAR							
Expenditures	1/1/15 Current CIP Budget	2015 CIP Supplemental Request	2015 Revised CIP Budget Estimate	Project to Date 12/31/14	Project To Date 12/31/2015	2015 Year to Date 12/31/2015	2015 Remaining	Estimated Year End 2015	Planned Year 2016	Planned Year 2017	Planned Year 2018	
Design												
External Engineering - KPG	185,435	4,569	190,004	53,435	190,004	136,569	-	136,569				
Internal Engineering/Project Mgmt	656,136	(2,000)	654,136	654,136	654,136	-	-	-				
Other Professional Services	51,770	95	51,865	50,537	-	1,328	-	1,328				
Permits		-	-	-	-	-	-	-				
Other Misc (Advertise, Postage, Etc.)		956	956	-	956	956	-	956				
PropROW/easements		-	-	-	-	-	-	-				
External Engineering - KPG	86,245	24,151	110,396	15,700	110,396	94,696	-	94,696				
Internal Engineering	57,888	17,982	75,870	42,888	75,870	32,982	-	32,982				
Other Professional Services - Len Madsen	69,910	(781)	69,129	-	69,129	69,129	-	69,129				
Land	540,716	2,216	542,932	60,716	426,975	366,259	115,957	482,216				
Other Miscellaneous - Filing Fees/Condemnation Service	160,173	(47,188)	112,985	105,173	112,985	7,812	-	7,812				
Construction		-	-	-	-	-	-	-				
External Engineering	366,579	137,291	503,870	-	-	-	-	-	503,870			
External Proj Mgmt/Inspect #2		30,000	30,000	-	-	-	-	-	30,000			
Internal Engr- Proj Mgmt/Inspect		30,000	30,000	-	-	-	-	-	30,000			
Construction Contract		3,344,929	3,344,929	-	-	-	-	-	3,344,929			
Other Miscellaneous		80,402	80,402	80,402	80,402	-	-	-	-			
Other		-	-	-	-	-	-	-	-			
Interfund Financial Services		52,680	52,680	-	-	-	8,330	8,330	44,350			
NonCity Utilities - PSE		115,000	115,000	-	-	-	-	-	115,000			
NonCity Utilities - Water		-	-	-	-	-	-	-	-			
NonCity Utilities - Comcast		15,154	15,154	-	-	-	-	-	15,154			
NonCity Utilities - Century Link		13,601	13,601	-	-	-	-	-	13,601			
Underground SWM Utilities		-	-	-	-	-	-	-	-			
Contingencies	153,135	187,810	340,945	-	-	-	-	-	340,945			
Total Project Expense Budget:				2,327,987	4,006,867	6,334,854	1,062,987	1,720,853	709,731	124,287	834,018	4,437,849

Funding Sources		1/1/15 Current CIP Budget	2015 CIP Supplemental Request	2015 Revised CIP Budget Estimate	Project to Date 12/31/14	Project to Date 12/31/2015	2015 YTD 12/31/2015	2015 Remaining	Scheduled Year 2015	Scheduled Year 2016	Scheduled Year 2017	Scheduled Year 2018
PWTF Loan		325,000	-	325,000	325,000	325,000	-	-	-	-	-	-
Federal STP (ROW Only Eligible 86.5%)		1,000,000	(387,000)	613,000	-	429,658	429,658	183,342	613,000	-	-	-
FMSIB (confirmed)		297,987	594,013	892,000	-	-	-	-	-	892,000	-	-
Traffic Impact Fees City Wide (Use In-Lieu before TIF)		705,000	(339,298)	365,702	50,000	50,000	-	7,635	7,635	308,067	-	-
In-Lieu Fees (Use In-Lieu before TIF)		-	850,422	850,422	-	-	-	-	-	850,422	-	-
TIB (confirmed) (\$2.8 max ceiling)			2,249,511	2,249,511	-	-	-	-	-	2,249,511	-	-
Utilities (Comcast)			80,000	80,000	-	-	-	-	-	80,000	-	-
Utilities (CenturyLink)			35,000	35,000	-	-	-	-	-	35,000	-	-
King County Metro (Estimated Funding)			29,849	29,849	-	7,000	7,000	-	7,000	22,849	-	-
Transportation CIP Fund			894,370	894,370	687,987	876,203	188,216	18,167	206,383	-	-	-
Total Project Revenue Budget:		2,327,987	4,006,867	6,334,854	1,062,987	1,687,861	624,874	209,144	834,018	4,437,849	-	-

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Combined Public Hearing: Draft Ordinance Vacating DMCBP Tract E Right of Way and Draft Resolution Amending the DMCBP Master Plan and Approving the 2nd Addendum to the Amended & Restated Second Development Agreement for the Des Moines Creek Business Park

ATTACHMENTS:

1. Draft Ordinance 15-216 vacating DMCBP Tract E
2. Draft Resolution 15-215 amending the DMCBP Master Plan and approving the 2nd Addendum to the Amended and Restated Second Development Agreement
3. Amended & Restated 2nd Development Agreement (June 10, 2014) and 1st Addendum (November 6, 2014)

AGENDA OF: January 21, 2016

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: January 14, 2016

CLEARANCES:

- ☒ Legal DB
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DBB
- ☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: Wm / ACM

Purpose and Recommendation:

The purpose of this agenda item is to amend the Des Moines Creek Business Park (DMCBP) Master Plan by vacating DMCBP Tract E; amend the DMCBP Master Plan; and approve the Second Addendum (hereinafter "Addendum") to the Amended and Restated Second Development Agreement with the Port of Seattle for the Des Moines Creek Business Park (DMCBP) (hereinafter "Development Agreement") approved by City Council on February 20, 2014 and the Port Commission on June 10, 2014, and amended by the City Council on September 25, 2014 and approved by the Port Commission on November 6, 2014. The Addendum is scheduled to be considered by the Port of Seattle Commission later this winter.

Motions:

Motion IA: "I move to suspend City Council Rule 26(a) in order to enact Draft Ordinance No. 15-216 on first reading."

Motion IB: "I move to enact Draft Ordinance 15-216 vacating a portion of City right-of-way generally described as Des Moines Creek Business Park Tract E located along the South 214th Street right-of-way in the City of Des Moines, for limited purpose and authorize the City Manager to sign the exclusive easement substantially in the form as submitted."

Motion 2: "I move to adopt Draft Resolution 15-155 amending the DMCBP Master Plan and approving the Second Addendum to the Amended and Restated Second Development Agreement with the Port of Seattle regarding the Des Moines Creek Business Park, and authorize the City Manager to sign the Addendum substantially in the form as submitted."

Background

On February 20, 2014, the City Council adopted Resolution 1252 approving the Restated and Amended Second Development Agreement By and Between the City of Des Moines and the Port of Seattle and the DMCBP Master Plan which covers the northern two-thirds of the site. That Development Agreement was approved and signed by the Port on June 10, 2014. On September 25, 2014, the City Council approved Resolution 1278 approving the First Addendum to the Development Agreement. The First Addendum was approved and signed by the Port on November 6, 2014.

The Port and its developer were successful in being awarded the Federal Aviation Administration (FAA) regional headquarters lease development project on the four DMCBP parcels fronting on South 216th Street, the southern third of the site, after the City approved the First Addendum and the developer has identified the need for some changes to the Second Development Agreement Master Plan and transportation infrastructure to accommodate the FAA project.

With the FAA project being slated for the southern third of the site, an amendment to the Master Plan is required. In order to accommodate the FAA facility, a number of alterations to the site plan and short plat will be needed and are proposed with the Master Plan Amendment.

As part of the Master Plan amendment process, the City will need to amend our current Development Agreement in order to reflect the proposed revisions to the site plan and short plat. The City will also need to vacate the South 214th Street right-of-way. All three of these actions (Master Plan Amendment, Addendum to the Development Agreement, and the Right-of-Way Vacation) require action by the City Council.

Discussion:

Tonight's public hearing is in two parts: vacating the DMCBP Tract E right-of-way and then adopting Draft Resolution No. 15-215 amending the Master Plan and approving the Second Addendum to the Development Agreement.

During the 1st part of the hearing, Council will consider the Port's request to realign the internal loop road from a 214th/20th alignment to a 211th/20th alignment. This will require the vacation of Tract E and the creation of a new dedicated right-of-way on the west side of the developer's Phase II development connecting 211th to the extension of 20th Avenue South north of South 216th Street. The required Joint Use Access Path originally proposed to be constructed in the 66 foot dedicated Tract E, is now proposed to be built along the same general alignment but in a 20 foot dedicated tract. There is no longer proposed to be a dedicated public road along 214th because of FAA security concerns.

During the 2nd part of the hearing, Council will consider the proposed Second Addendum amending the approved Master Plan with changes to the property descriptions and project, adjustments to the development regulations clarifying the nature of the pedestrian and bike pathway, and amending the Master Plan to include the full DMCBP and changes to the transportation infrastructure. Both the proposed Amended Master Plan and proposed changes to the transportation infrastructure assume that Council will enact Draft Ordinance 15-216 vacating the current Tract E along South 214th Street.

Alternatives:

Council has the option to decline to vacate Tract E or approve the Port's request to modify the Master Plan and realign the internal loop road. Failing to realign the internal loop road may cause the U.S. General Services Administration to reconsider its decision to site the FAA regional headquarters at the DMCBP because of compromised physical security.

Financial Impact:

If the FAA were to re-site its regional headquarters because of compromised security, the City would lose a substantial amount of leasehold excise tax from FAA. There are generally equivalent values associated with the vacation of Tract E and the addition of the new right-of-way to be dedicated to the City in the new tract to be created west of Phase II.

Recommendations/Conclusion:

Administration recommends that the City Council enact Draft Ordinance 15-216 and adopt Draft Resolution No. 15-155 amending the DMCBP Master Plan and approving the Second Addendum, and authorizing the City Manager to sign the Addendum once Draft Ordinance No. 15-216 becomes effective.

Concurrence:

Planning, Building, and Public Works, Legal and Finance Departments concur.

THIS PAGE LEFT INTENTIONALLY BLANK

CITY ATTORNEY'S FIRST DRAFT 01/21/2016

DRAFT ORDINANCE NO. 15-216

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, vacating a portion of City right-of-way in an area generally described as Des Moines Creek Business Park (DMCBP) Tract E Right of Way (S. 214th Street), located in the City of Des Moines, subject to the applicant's compliance with requirements set forth herein.

WHEREAS, DMMC 12.10.060 adopts the street vacation procedures of chapter 35.79 RCW, and

WHEREAS, The City has received a petition from the Port of Seattle, to vacate a portion of the public right-of-way commonly known as DMCBP Tract E (S. 214th Street), located in the City of Des Moines as shown on Exhibit "A", attached hereto and incorporated by reference, and

WHEREAS, the petition was signed by the owners of more than two-thirds of the property abutting the portion of the streets sought to be vacated as required by RCW 35.79.010, and

WHEREAS, RCW 35.79.010 requires that the City Council set the public hearing and date by resolution which was, in this case, established by Resolution No. 1319 fixing the public hearing for January 21, 2016, to be followed by City Council action, and

WHEREAS, notice of the public hearing was given in accordance with RCW 35.79.020 and the public hearing was held before the Des Moines City Council on January 21, 2016, and all persons wishing to be heard were heard, and

WHEREAS, no objections to the vacation were filed by any abutting property owners prior to the hearing, and the City Council finds that no person has demonstrated special injury due to substantial impairment of access to such person's property; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES ORDAINS AS FOLLOWS:

Sec. 1. Findings adopted. Based on the evidence presented, the City Council adopts the following findings of fact:

Draft Ordinance No. 15-216
Page 2 of 5

(1) The public right-of-way subject to this Ordinance consists of area generally described as Des Moines Creek Business Park (DMCBP) Tract E Right of Way (S. 214th Street), further legally described in Section 2 of this Ordinance; and

(2) The public right-of-way described in section 2 of this Ordinance was not improved for transportation purposes nor dedicated under the Plat and Subdivision Act of 1969 (chapter 58.17 RCW), its predecessor the Platting and Subdivision Act of 1937 (chapter 58.16 RCW) or under the Laws of 1889-90; and

(3) The public right-of-way which is described in section 2 of this Ordinance is not necessary for present and future use by public utilities or for native growth protection; and

(4) The public right-of-way was recorded as the Panattoni Development Company Short Plat, Recording No. 20141113900004, has never been opened for transportation purposes, and

(6) The right-of-way is not required for the present and future needs of the citizens of the City of Des Moines for vehicular transportation purposes; and

(7) It is in the public interest to vacate this right-of-way; and

(8) The right-of-way is classified as a Class "C" right-of-way since no public funds have were ever expended in its acquisition; and

(9) Vacation of a Class "C" right-of-way requires no compensation.

Sec. 2. Right-of-way vacation. Subject to the requirement set forth in section 3 this Ordinance, the following legally described public right-of-way as depicted on the attached map (incorporated herein by this reference) entitled Exhibit "A" is vacated and the property within the right-of-way so vacated shall belong to the respective abutting property owners, one-half to each as required by RCW 35.79.040:

BEGINNING at the Southwest corner of South 214th Street as dedicated on said Short Plat; THENCE

Draft Ordinance No. 15-216
Page 3 of 5

North 01° 41' 33" East, 66.00 feet along the West line thereof to the Northwest corner; THENCE South 88° 18' 27" East, 1167.46 feet along the North line of said South 214th Street to the Northeast corner, being a point on a curve, the radius point of which bears North 89° 21' 27" East; THENCE Southerly along the East line, along the arc of a curve concave to the East having a radius of 6049.50 feet, through a central angle of 00° 23' 43" and an arc length of 41.74 feet; THENCE continuing along said line, South 01° 02' 16" East, 24.32 feet to the Southeast corner; THENCE North 88° 18' 27" West, 1170.46 feet along the South line to the Southwest corner and the POINT OF BEGINNING.

Sec. 3. Conditions of right-of-way vacation. The right-of-way subject to vacation under this Ordinance shall be subject to the following conditions:

(1) The abutting property owners shall not be required to pay the City of Des Moines compensation for vacation of this Class C right-of-way, pursuant to DMMC 12.10.070(2)(c).

(2) The abutting property owner recognizes that the City of Des Moines retains a twenty (20) foot easement for the purpose of a multi-use trail.

3) Petitioner, Port of Seattle, shall be responsible for obtaining and recording the easement referenced herein, and provide recorded copies of such easement to the City of Des Moines. If the easement is not obtained and recorded, and proof of such provided to the City of Des Moines, within 90 days of the signing of this Ordinance, this Ordinance shall be repealed and the street vacation shall be null and void.

Sec. 4. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Draft Ordinance No. 15-216
Page 4 of 5

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

Sec. 5. Recordation. The City Clerk shall cause a certified copy of this ordinance to be recorded in the records of the King County Recorder.

Sec. 6. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this 21st day of January, 2016 and signed in authentication thereof this 21st day of January, 2016.

M A Y O R

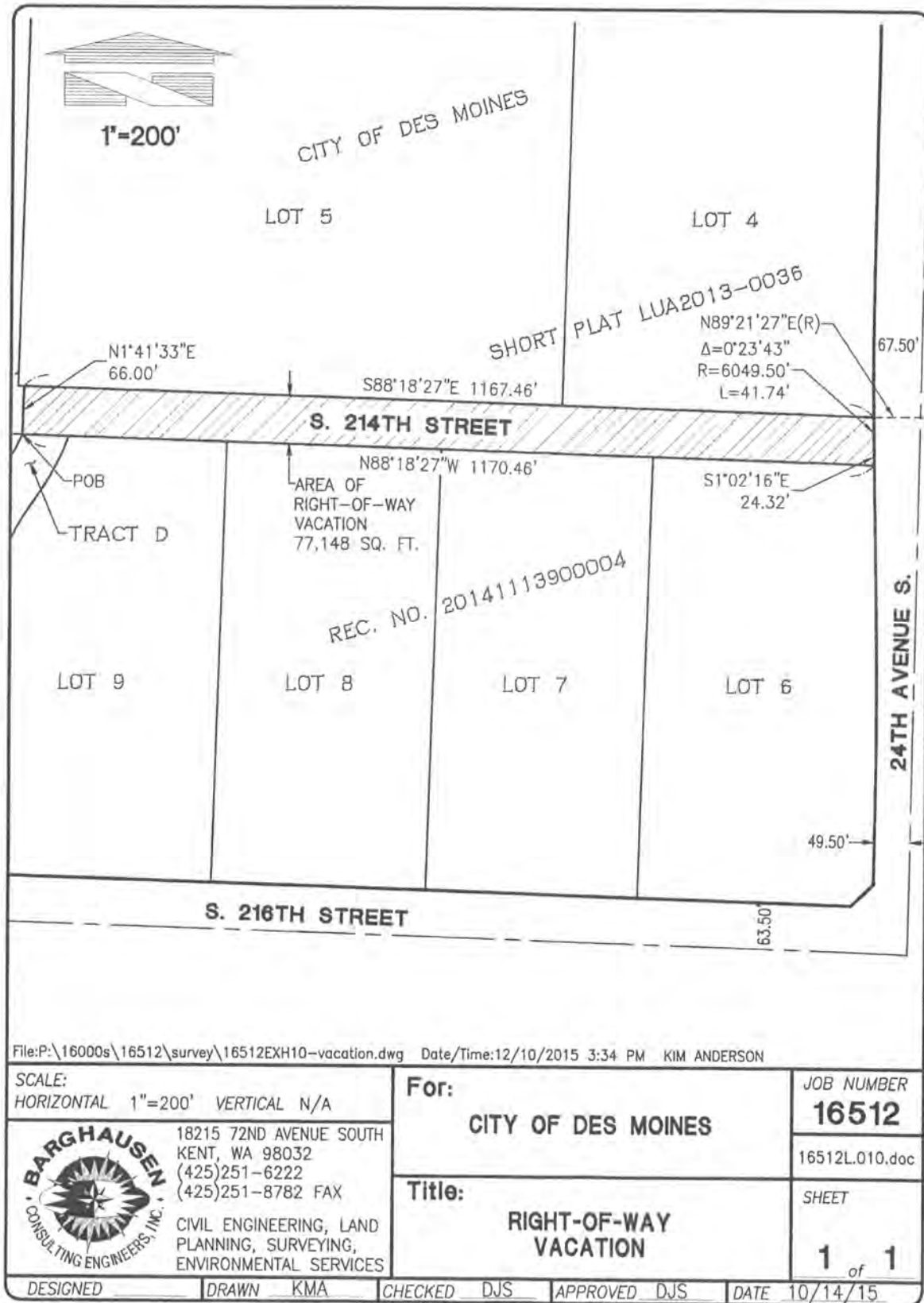
APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT A



THIS PAGE LEFT INTENTIONALLY BLANK

PLANNING, BUILDING & PUBLIC WORKS FIRST DRAFT 1/11/16**DRAFT RESOLUTION NO. 15-215**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, approving the 2nd Addendum to the Restated and Amended Second Development Agreement By and Between the City of Des Moines (the "City"), and the Port of Seattle (the "Port") and the amended Des Moines Creek Business Park Master Plan.

WHEREAS, the City of Des Moines, pursuant to chapter 36.70B RCW has the authority to enter into a development agreement for development of property within its jurisdiction, and

WHEREAS, the Port owns property located within the City of Des Moines and wishes to develop the property, and

WHEREAS, the City Council desires to expedite the review and approval of this 2nd Addendum to the Amended and Restated Second Development Agreement so that it can be considered by the Port of Seattle Commission at an upcoming meeting this winter, and

WHEREAS, DMMC 18.105.050 provides for the City Council to review all the environmental and engineering details of any master plan presented for its approval, and

WHEREAS, the City Council has had an opportunity for an environmental and engineering review and approval process for this amended master plan in conjunction with its June 2012 review and approval of the Second Development Agreement. The technical detail of the Amended Master Plan does not materially differ from the June 2012 Master Plan except for the location of the internal loop road and staff will ensure there are no other material changes in addition to those reviewed on February 20, 2014 by the City Council, and

WHEREAS, pursuant to RCW 36.70B.200, a public hearing was held before the City Council on January 21, 2016, and all persons wishing to be heard were heard; now therefore,

1/11/16

Resolution No. ____
 Page 2 of ____

THE CITY COUNCIL OF THE CITY OF DES MOINES RESOLVES AS FOLLOWS:

The City Council hereby authorizes the City Manager to enter into the 2nd Addendum to the Restated and Amended Second Development Agreement By and Between the City of Des Moines and Port of Seattle, substantially in the form as attached hereto as Attachment "A" and incorporated herein by reference, for the development of the Des Moines Creek Business Park once all Amended Master Plan requirements of DMMC 18.105.050, are approved including:

1. A complete site plan consistent with the Conceptual Site Area shown in Exhibit B of the Agreement;
2. Conceptual building locations, parking areas, and landscaping plans;
3. A conceptual utilities plan;
4. Covenants, conditions, and restrictions controlling future development;
5. A sign program;
6. A subdivision application;
7. Satisfactory completion of the environmental checklist;
8. A narrative description of the project proposal consistent with DMMC 18.105.050(3)(e);
9. An acceptable traffic analysis and report consistent with DMMC 18.105.050(3)(f);
10. The Right-of-Way Vacation approved by Draft Ordinance 15-215 becomes effective.

ADOPTED BY the City Council of the City of Des Moines, Washington this 21st day of January 21, 2016 and signed in authentication thereof this ____ day of January, 2016.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

1/13/16 3:31 PM

SECOND ADDENDUM TO THE AMENDED & RESTATED SECOND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DES MOINES AND THE PORT OF SEATTLE

WHEREAS this Second Addendum to the Amended & Restated Second Development Agreement (hereinafter "Second Addendum") is entered into between the City of Des Moines (hereafter "City") and the Port of Seattle (hereafter "Port") in connection with the real property described herein (hereinafter referred to as the "Property"), and development of the Property by its assigns for the purposes and on the terms and conditions set forth herein; and

WHEREAS the City and the Port entered into the Amended & Restated Second Development Agreement By & Between (hereinafter the "Second Development Agreement") the City of Des Moines and Port of Seattle in connection with the Development of the Des Moines Creek Business Park (hereinafter the "DMCBP") property on June 10, 2014; and

WHEREAS the City and the Port entered into the First Addendum to Amended & Restated Second Development Agreement By & Between (hereinafter the "First Addendum") the City of Des Moines and Port of Seattle in connection with the Development of the Des Moines Creek Business Park (hereinafter the "DMCBP") property on November 6, 2014; and

WHEREAS the following sections of the Second Development Agreement are superseded by this Second Addendum for purposes of this Agreement:

(1) **Section 3. PROPERTY DESCRIPTIONS** to reflect recent commitment of the Federal Aviation Administration (FAA) to lease and develop its regional headquarters on the parcels fronting South 216th Street during Phase II, and the reconfiguration of the interior public streets and private roads to accommodate Phase II.

(2) **Section 5, PROJECT**, to clarify that the project no longer includes the construction of South 214th Street, and that the internal loop road will now be South 211th Street and an extension of 20th Avenue South.

(3) **Section 7. DEVELOPMENT REGULATIONS** to clarify the nature of the pedestrian and bike pathway from 24th Avenue South through the DMCBP to the Des Moines Creek Trail.

(4) **Section 8. MASTER PLAN** to approve a Revised Master Plan for the full DMCBP as Exhibit B and requiring the final short plat to reflect the Master Plan Amendment plus account for any administrative design or as-built adjustments.

(5) **Section 11. TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS** to reconfigure South 211th Street to connect to 20th Avenue South and vacating Tract E eliminating South 214th Street as a public road but maintaining a 20-foot-wide joint use pedestrian and bike

pathway dedicated Tract in the 214th right-of-way as a requirement of Subsection 7.3.1.

(6) **Section 14, PERMITTING** to refer to the Master Plan Amendment approved by this Addendum.

; and

WHEREAS, the City Council adopted Resolution 1252 on February 20, 2014, which proposed to expedite the review and approval of plans to develop the DMCBP; and

WHEREAS, the Port's developer has identified the need for some clarification and changes to the Second Development Agreement and the approved Master Plan because of its selection as the FAA Regional Headquarters developer; and

WHEREAS, the City and the Port now enter into this Second Addendum to clarify the terms and conditions for the Master Plan Amendment; and

NOW, THEREFORE, the City and the Port agree to amend Section 3, Property Descriptions, Section 5, Project, Section 7, Development Regulations, Section 8, Master Plan, and Section 11, Transportation Infrastructure Improvements, as follows:

I. SECTION 3, PROPERTY DESCRIPTIONS

3.1 Property. The Property subject to this Agreement is commonly referred to as the DMCBP and is fully described in Revised Exhibit A attached hereto and incorporated herein by this reference.

II. SECTION 5, PROJECT

5.2 Phases. It is anticipated that the Project will be developed in three phases that correspond to the three geographical areas identified in the Amended Master Plan (Exhibit B) and generally described as follows:

5.2.2 Area 2 – Area 2 consists of Lots 4 – 5, and South 214th Street of the DMCBP Short Plat Alteration and covers approximately 30 acres. The Port anticipates this area will be developed with approximately 497,425 square feet of business park uses, including light industrial or commercial office uses.

5.2.3 Area 3 – Area 3 consists of Lots 6 – 9, Tracts B, D and X, and 20th Avenue South connecting to S. 211th Street of the DMCBP Short Plat Alteration. The Port anticipates this area will be developed with business park uses, including light industrial, commercial office, or retail uses.

III. SECTION 7, DEVELOPMENT REGULATIONS

The following subsections are changed to read as follows:

7.3.1 Joint Use Access Path. The Port will construct a 12-foot-wide joint use pedestrian and bike pathway in a new 20 foot dedicated Tract (Tract D) in the former South 214th Street right-of-way (Tract E) which the City will vacate located adjacent to South 214th Street and 20th Avenue South north of 216th street (previously identified as the internal Loop Road). The construction of the joint use access pathway will be completed in conjunction with the construction of the FAA Regional Headquarters (Phase II). South 214th Street and 20th Avenue South, connecting at South 216th Street. The Joint use Access Path will be completed as part of the construction of Areas 2 and 3 where South 214th Street is planned and connecting to 20th Avenue South as show on the Master Plan. The City will take over maintenance responsibility of the joint use path when its construction is completed, and it is accepted in accordance with the provisions of the City's approved civil plans and right-of-way permit. Construction of the path shall be concurrent with the development of Area 3. As part of the DMCBP Short Plat Alteration, this segment will be shown in a 20-foot-wide dedicated Tract.

IV. SECTION 8, MASTER PLAN

8.1 Approval. The City agrees that the Master Plan Amendment attached as new **Exhibit B** and incorporated by this reference satisfies requirements of DMMC 18.105.050 for the DMCBP, for Area 1 & 2. The Port agrees that a master plan amendment for Area 3 will be submitted to the City for review that will be processed in accordance with DMMC 18.105.060 and as an amendment to this Agreement pursuant to Section 17.2.

8.2 Limitation. The Parties acknowledge that approval of the Master Plan Amendment by the City constitutes approval of the general layout of the Project and is subject to permitting conditions to be identified on individual permits and City approval of the final short plat alteration. This final short plat alteration is expected to include slight adjustments in Tract locations to account for final design or as-built conditions. Master Plan Amendment approval does not constitute acceptance or approval of specific details of the Project. When the Port seeks permits to develop an individual area within the Property, the Port shall submit appropriate permit applications which include but are not limited to the applications identified in Section 14 and the supplemental traffic impact analysis as described in Section 9.3.

V. SECTION 11, TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS

11.1.2 South 211th Street/20th Avenue South (Public). The Port shall construct an internal loop roadway identified in the Environmental Documents as South 211th Street; provided that the roadway will be modified to be a dead-end cul-de-sac and not be connected to South 214th Street or 20th Avenue South in a dedicated Tract right-of-way, discussed in Section 11.1.3 with a public roadway when cumulative DMCBP development exceeds 390 PM peak hour trips as required by the traffic trip thresholds in **Exhibit D**. Prior to the issuance of the building permit for the final building in Area 2 or Area 3, the Port shall provide an updated traffic impact memorandum verifying the cumulative PM peak hour traffic based on the actual building land uses constructed in Areas 1, 2 and 3 to date. ~~This~~ These roads will be placed within a 60-foot-wide rights-of-way, and shall align approximately with the South 21100 Block on the of 24th Avenue South and connect to the existing traffic signal at 20th Avenue South/South 216th Street, and shall be dedicated to the City as part of the Amended DMCBP Short Plat. Prior to the construction of the road, the Port shall prepare civil engineering plans for review and approval by the City generally consistent with the cross-section provided in the City's Street Development Standards. The City will take over maintenance responsibility of ~~this~~ these roadways when its construction is completed, and ~~it is~~ they are accepted in accordance with the provisions of the City's right-of-way permits. The threshold trigger for completion of South 211th Street shall be concurrent with the development of Area 1. The Port shall construct South 211th Street north of the boundary of the vacated/surplused South 212th Street as shown on the Master Plan Amendment. The extension of 20th Avenue South will be provided in a 60-foot-wide right-of-way to be dedicated to the City at the time of the South 214th Street right-of-way (Tract E) vacation. The 20th Avenue extension shall also include enhanced pedestrian crossing treatments approved by City Engineering staff to accommodate pedestrian crossings at the Joint Use Path crossing of 20th Avenue South.

~~The Port shall have the option of paying the design and construction change order cost of the City associated with building the roadway approach located in the right-of-way, or build these improvements independently of the City's current 24th Avenue South construction project. The City has made adjustments to the locations of the utilities and associated vaults to accommodate the roadway approach at South 211th Street on the west side of 24th Avenue South.~~

11.1.3 South 214th Street/20th Avenue South (Public): ~~(Deleted)~~ The Port shall construct the internal road providing a connection from South 216th Street to 24th Avenue South as identified in the Environmental Documents; provided that the alignment of the roadway will be modified to connect to 24th Avenue South at the approximate location of the vacated/surplused South 214th Street.

~~South 214th Street/20th Avenue South~~ will be constructed when cumulative DMCBP development exceeds 390 PM peak hour trips as required by the traffic trip thresholds in **Exhibit D**. If development does not exceed this 390 PM peak hour threshold, the Port will only be required to construct the first segment of South 214th Street. Prior to the issuance of the building permit for the final building in Area 2, the Port shall provide an updated traffic impact memorandum verifying the cumulative PM peak hour traffic based on the actual building land uses constructed in Area 1 and Area 2 to date. This first segment of South 214th Street will be modified to be a dead-end cul-de-sac and will be placed within a 66-foot-wide (minimum) right-of-way and dedicated to the City as part of the DMCBP Short Plat. The City will take over maintenance responsibility of the first segment of this roadway when its construction is completed, and it is accepted in accordance with the provisions of the City's right-of-way permit.

Construction of the second segment of the South 214th Street/20th Avenue South internal road shall be concurrent with the development of Area 3. As part of the DMCBP Short Plat, this segment will be shown in a 66-foot-wide (minimum) tract. When the construction of the second segment is completed, the tract will be dedicated to the City as right-of-way.

Prior to the construction of each segment of South 214th Street/20th Avenue South, the Port shall prepare civil engineering plans for review and approval by the City generally consistent with the City's Street Development Standards.

The Port shall have the option of paying the design and construction change order cost of the City associated with building the roadway approach and sidewalk curb returns located in the right-of-way, or build these improvements independently of the City's current 24th Avenue South construction project. The City has made adjustments to the locations of the utilities and associated vaults to accommodate the roadway approach at South 214th Street on the west side of 24th Avenue South.

VI. SECTION 14. PERMITTING

14.2 Short Subdivision. The Port shall submit, for City approval, a Short Subdivision application substantially consistent with the approved Master Plan Amendment and DMMC 17.05 for Areas 1-3. The application materials required for Preliminary Plat are provided on Form DSW-03.

VII. Entire Understanding, Modification, and Authority

- A. **Modification.** This Second Addendum may be amended or modified only by mutual agreement of the parties expressed in writing.
- B. **Jurisdictional Authority.** This Second Addendum is specific to the Project and is not intended to transfer any degree of jurisdictional authority held by one party to the other party, nor is it to be misconstrued as recognition of jurisdictional authority which either party may duly claim.

VIII. Effective Date

This Second Addendum must be approved by the City Council of the City of Des Moines and the Port Commission of the Port of Seattle and shall become effective on the date of final signature below.

CITY OF DES MOINES

At the direction of the Des Moines City Council taken at an open public meeting on _____.

Anthony A. Piasecki, City Manager

Date: _____

APPROVED AS TO FORM

Pat Bosmans, City Attorney
City of Des Moines

Date: _____

PORT OF SEATTLE

At the direction of the Port Commission of the Port of Seattle taken at an open public meeting on _____.

Ted J. Fick, Chief Executive Officer

Date: _____

APPROVED AS TO FORM

Date: _____

APPROVED AS TO FORM

Deputy General Counsel
Port of Seattle

Date: _____

EXHIBIT A

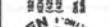
**DES MOINES CREEK BUSINESS PARK
LEGAL DESCRIPTION**

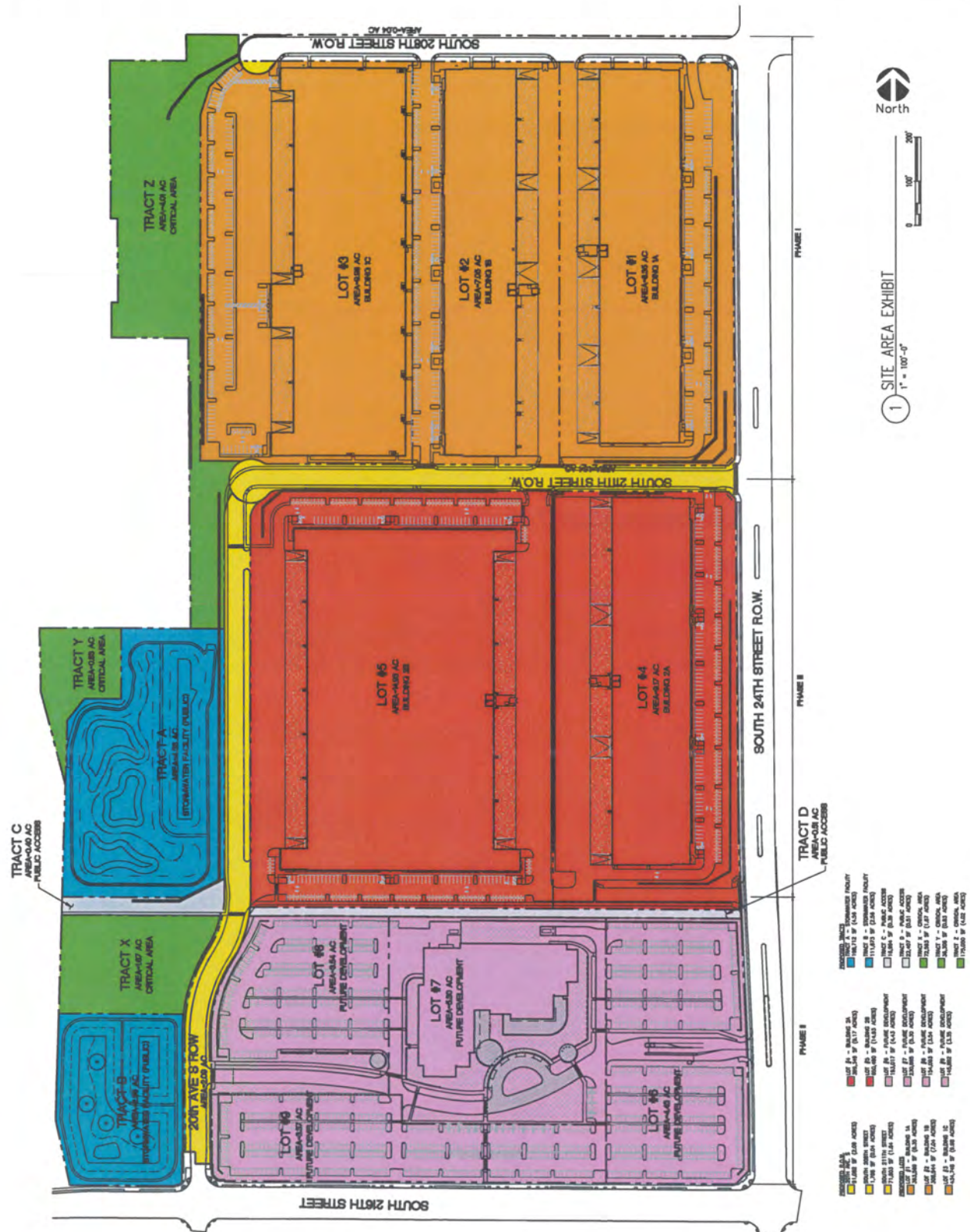
ALL OF CITY OF DES MOINES SHORT PLAT NO. LUA2013-0036, RECORDED NOVEMBER 13, 2014 AS
RECORDING NO. 20141113900004, RECORDS OF KING COUNTY, WASHINGTON.

710 SECOND AVENUE • SUITE 1400
SEATTLE, WA 98104-1710
T • 206 245 2100 F • 206 245 2101

EXHIBIT B

81

PROJECT TITLE DES MONIES CREEK BUSINESS PARK for PANATTONI DEVELOPMENT COMPANY, Inc.		66-00 PORT CANT WAY, SUITE 300 BEANTLE, WA 98009	
ISSUED:		DESCRIPTIC	
MARK DATE		81	
PROJECT NUMBER DRAWN BY ISSUE DATE		PANAGEBLOG 04/14/2018	
STAMP			
SHEET TITLE / NUMBER SITE AREA EXHIBIT		A11	
BCD PROJECT NUMBER 1002		WWW.COLLINS-ENGINEERING.COM	



THIS PAGE LEFT INTENTIONALLY BLANK

**AMENDED & RESTATED SECOND
DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**THE CITY OF DES MOINES
and
THE PORT OF SEATTLE**



June 10, 2014

TABLE OF CONTENTS

SECTION 1. DEFINED TERMS.....	2
1.1 Agreement.....	3
1.2 Conceptual Master Plan.	3
1.3 DMCBP.....	3
1.4 DMMC.....	3
1.5 Development Regulations.....	3
1.6 Environmental Documents.....	3
1.7 Master Plan.	3
1.8 Permitted Uses.	3
1.9 Port.....	3
1.10 Project.	3
1.11 Transportation Gateway Project.	3
1.11.1 S. 216th St. - Segment 1A:.....	4
1.11.2 S. 216th St. - Segment 1B:.....	4
1.11.3 S. 216th St. - Segment 2:	4
1.11.4 24th Avenue South Segment:.....	4
SECTION 2. PURPOSE.....	4
2.1 General.....	4
2.2 Assurances.	4
SECTION 3. PROPERTY DESCRIPTIONS.....	5
3.1 Property.....	5
3.2 Zoning Designation.....	5
SECTION 4. PARTIES.....	5
4.1 The City.	5
4.2 The Port.....	5
SECTION 5. PROJECT.....	6
5.1 General.....	6
5.2 Phases.....	6
5.2.1 Area 1 –.....	6
5.2.2 Area 2 –.....	6
5.2.3 Area 3 –.....	6
SECTION 6. BACKGROUND DOCUMENTATION AND PREVIOUS AGREEMENTS... 6	6
6.1 General.....	6
6.2 DMCBP Conceptual Master Plan.	6
6.3 DMCBP Draft EIS.....	7
6.4 DMCBP Final EIS.	7
6.5 Traffic Trip Thresholds Technical Memorandum	7

6.6	Wetland Re-Delineation Report.....	7
SECTION 7. DEVELOPMENT REGULATIONS		7
7.1	General.....	7
7.2	Parking.....	7
7.3	Recreation Requirements.....	7
7.3.1	Joint Use Access Path.....	8
7.3.2	Des Moines Creek Trail Connection.....	8
7.4	Landscaping Requirements.....	8
7.5	Performance Standards.....	8
SECTION 8. MASTER PLAN.....		8
8.1	Approval.....	8
8.2	Limitation.....	9
SECTION 9. STATE ENVIRONMENTAL POLICY ACT (“SEPA”)		9
9.1	Development Agreement.....	9
9.2	SEPA Review.....	9
9.3	Supplemental Traffic Impact Analysis.....	9
9.4	Other Mitigation Measures.....	9
SECTION 10. [INTENTIONALLY DELETED].....		10
SECTION 11. TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS.....		10
11.1	Access and Internal Roadways.....	10
11.1.1	South 208th Street (Public).....	10
11.1.2	South 211th Street (Public).....	10
11.1.3	South 214 th Street/20 th Avenue South (Public):.....	11
	South 214 th Street/20 th Avenue South.....	11
11.2	Frontage Improvements.....	12
11.2.1	South 216th Street.....	13
11.2.2	24th Avenue South.....	13
11.2.3	20th Avenue South Traffic Signal.....	13
11.2.4	South 208 th Street Traffic Signal.....	14
11.3	Transportation Impact Fees.....	14
11.4	Project and System Improvements.....	14
SECTION 12. DRAINAGE REQUIREMENTS AND INFRASTRUCTURE.....		15
12.1	General.....	15
12.2	Standard.....	15
12.3	Surface Water Management Fees.....	15
12.4	Flow Control.....	15
12.6	Drainage Reports.....	16
12.6.1	Areas 1 and 2.....	16
12.6.2	Area 3.....	16
SECTION 13. ENVIRONMENTALLY CRITICAL AREAS		16

13.1	Wetlands and Ditches.	16
13.2	Permits.	16
13.3	Mitigation Site.	16
13.4	Critical Aquifer Recharge Area.	16
13.5	Tracts.....	17
SECTION 14. PERMITTING.....		17
14.1	General.....	17
14.2	Short Subdivision. The Port shall submit, for City approval, a Short Subdivision application consistent with the approved Master Plan and DMMC 17.12	17
14.3	Design Review.....	17
14.4	Clearing and Grading.....	17
14.5	Building Permits.....	17
14.6	Right-of-Way Permits.....	17
14.7	Permit Fees.....	18
SECTION 15. VESTED RIGHTS AND TERM.....		18
15.1	Duration and Termination.....	18
15.2	Vesting of Development Regulations.....	18
SECTION 16. CERTAINTY OF DEVELOPMENT AGREEMENT.....		19
16.1	Development Agreement Deemed Controlling.....	19
16.2	Subsequent Actions.....	19
16.3	Changes in the Law.....	19
16.4	Emergency Situations.....	19
SECTION 17. GENERAL PROVISIONS.....		19
17.1	Notices, Demands and Communications.....	19
17.2	Amendments.....	20
17.3	Other Government Approvals.....	20
17.4	Conflict of Interests.....	20
17.5	Non-Liability of City, Officials, Employees, and Agents.....	20
17.6	Enforced Delay.....	20
17.7	Title of Parts and Sections.....	21
17.8	Hold Harmless.....	21
17.9	Enforcement, Rights and Remedies Cumulative.....	21
17.10	Applicable Law.....	21
17.11	Severability.....	21
17.12	Legal Actions.....	21
17.13	Binding Upon Successors.....	22
17.14	Parties Not Co-ventures.....	22
17.15	Warranties.....	22
17.16	Reasonable Approvals.....	22
17.17	Recordation.....	22

17.18	Execution of Other Documentation.	22
17.19	Complete Understanding of the Parties.	23

EXHIBITS

<i>A</i>	<i>DMCBP Legal Description</i>
<i>B</i>	<i>Master Plan</i>
<i>C</i>	<i>Environmental Mitigation (SEPA)</i>
<i>D</i>	<i>Development Traffic Trip Thresholds</i>
<i>E</i>	<i>Wetland Mitigation Area Map</i>
<i>F</i>	<i>Executive Order 13-003: City-Wide Development Incentive (Permit Fees)</i>

**AMENDED & RESTATED SECOND DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DES MOINES
and
THE PORT OF SEATTLE**

THIS AMENDED & RESTATED SECOND DEVELOPMENT AGREEMENT, hereinafter referred to as the "Agreement", is entered into effective on the 10th day of June, 2014 by and between the City of Des Moines, a Washington municipal corporation (hereinafter referred to as the "City") and the Port of Seattle, a Washington municipal corporation (hereinafter referred to as the "Port") in connection with the real property described herein (hereinafter referred to as the "Property"), and development of the Property by its assigns for the purposes and on the terms and conditions set forth herein.

RECITALS

A. The City is a non-charter code city organized pursuant to Chapter 35A.13 RCW of the laws of the State of Washington having authority to enact laws and enter into agreements to promote the health, safety, and welfare of its citizens, and thereby control the use and development of property within its jurisdiction.

B. The Port is a municipal corporation, with authority under the Revised Airports Act, Chapter 14.08 RCW; the Airport Zoning Act, Chapter 14.12 RCW, the State Environmental Policy Act (SEPA), Chapter 43.21C RCW; certain port district enabling statutes; and other state and local laws, to exercise discretionary land use jurisdiction over real property located within its boundaries.

C. The Port and City share the goals of creating an attractive and safe commercial development, an employment center that provides family wage jobs, a new source of direct and indirect long-term revenue for both the Port and the City, and increasing trade opportunities for the region.

D. The Port and the City executed the "First Development Agreement" concerning the Property in July 2005 under the authority of RCW 36.70B.170-.210 and the Interlocal Cooperation Act, Chapter 39.34 RCW, to enter into agreements for joint performance of actions within their separate powers.

E. The Port and City subsequently amended the First Development Agreement with a First Addendum in May 2008, and a Second Addendum modifying the First Addendum in

November 2010 regarding compensation for dedicated and deeded rights of way and purchase of right of way frontage within and for the Des Moines Creek Business Park (DMCBP).

F. The Port and City entered into a Second Development Agreement as of June 15, 2012 which this Agreement amends and restates in its entirety to reflect the revised terms and conditions under which the Property will be developed.

G. RCW 36.70B.170. et. seq., authorizes the City to enter into development agreements with owners, contract purchasers, and option holders of real property, to establish, among other things, the “development standards and other provisions that shall apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement.

H. RCW 36.70B.190 requires that any development agreement be recorded with the real property records of King County.

I. The City and the Port have agreed to enter into this Agreement to establish, among other things, the development standards and other provisions that shall apply to, govern and vest the development, use, and mitigation of the development of the Property for the duration specified in the Agreement.

J. The proposed Project accomplishes the statutory intent of a comprehensive, orderly, planned development within the City, providing public benefits to the citizens and residents of the City.

K. Pursuant to RCW 36.70B.200, a public hearing has been held before the City Council and the City Council has enacted Resolution 1252 authorizing the City Manager to enter into this Agreement, and

L. The Port Commission voted on June 10, 2014 to authorize the Port Chief Executive Officer to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants of the parties contained herein, and pursuant to RCW 36.70B.170-200, the parties hereto agree as follows:

AGREEMENT

SECTION 1. DEFINED TERMS

Terms not otherwise defined herein have the meaning set forth in 36.70B.170 RCW, the provisions of which are incorporated herein by reference.

1.1 Agreement. This Amended & Restated Second Development Agreement by and between the City of Des Moines and the Port of Seattle.

1.2 Conceptual Master Plan. *The Des Moines Creek Business Park Conceptual Master Plan* dated April 2006 prepared by CH2M Hill.

1.3 DMCBP. The Des Moines Creek Business Park, an approximately 89-acre property owned by the Port within the City, which can be generally described as the area bounded by South 216th Street to the south, the City municipal boundary to the north (roughly South 208th Street), 24th Avenue South to the east and the surplus SR 509 right-of-way to the west.

1.4 DMMC. The Des Moines Municipal Code.

1.5 Development Regulations. The controls, requirements, and limitations placed on development within the City adopted by the City, including, but not limited to, zoning ordinances, critical areas ordinances, shoreline master programs, drainage requirements, transportation requirements, SEPA ordinances, and subdivision ordinances.

1.6 Environmental Documents. The background environmental studies identified in Sections 6.3 – 6.6 of this Agreement.

1.7 Master Plan. The generalized layout plans for development of the Property, including but not limited to environmental protections, transportation, surface water, general building location, associated parking facilities, loading facilities, square footage of buildings, utilities, and identification of lots and tracts.

1.8 Permitted Uses. The uses allowed on properties zoned Business Park (B-P) as established by DMMC 18.52.010B.

1.9 Port. The Port of Seattle and/or the developer(s) who have executed a ground lease with the Port for development within the DMCBP.

1.10 Project. The phased build-out of the DMCBP consistent with the terms of this Agreement.

1.11 Transportation Gateway Project. The City's project to construct transportation improvements to the South 216th Street and 24th Avenue South rights-of-way to accommodate multiple modes of travel (pedestrians, bicycles, transit, automobiles, & freight) in support of the

DMCBP as well as accommodating future growth as reflected in the City's Comprehensive Transportation Plan. The project limits for South 216th Street are between I-5 and 18th Avenue South and for 24th Avenue South are between South 208th Street and South 216th Street. The project has been split in to the following segments:

1.11.1 S. 216th St. - Segment 1A: This segment of the project includes the portion of South 216th Street from 29th Avenue South to 24th Avenue South.

1.11.2 S. 216th St. - Segment 1B: This segment of the project includes the portion of South 216th Street from 29th Avenue South to I-5. It is envisioned that Segment 1B of the project will be constructed concurrent with the State's SR 509 construction project and in coordination with the City of SeaTac.

1.11.3 S. 216th St. - Segment 2: This segment of the project includes the portion of South 216th Street from 24th Avenue South to 18th Avenue South including the 24th/216th intersection.

1.11.4 24th Avenue South Segment: The portion of 24th Avenue South from South 208th Street to South 216th Street.

SECTION 2. PURPOSE.

2.1 General. The parties agree that this Agreement is premised upon the DMCBP Master Plan (**Exhibit B**), being approved by the City and the subsequent administrative approval and recordation of the DMCBP Short Plat. This Agreement addresses the development standards and other provisions that apply to and govern and vest the development, use, and mitigation of the development of the Property for the duration specified herein. It will guide the phased development of the Project, including addressing the street and stormwater improvements related to build-out of the Project.

2.2 Assurances. The Port desires to obtain and the City makes the following assurances:

- The Property is appropriately zoned to serve the needs envisioned in the Master Plan.
- The requirements for improvements to public streets and related infrastructure under the jurisdiction of the City are specifically identified.

- The development standards, including any modifications and other provisions which apply to the development of the Property, are clearly specified.
- Required environmental mitigation is accurately identified.
- Upon receipt of its development and construction permits the Port may proceed with the development of the Project.
- The Development Regulations vested for the duration of the Project are clearly identified.

SECTION 3. PROPERTY DESCRIPTIONS

3.1 Property. The Property subject to this Agreement is commonly referred to as the DMCBP and is fully described in **Exhibit A** attached hereto and incorporated herein by this reference.

3.2 Zoning Designation. The zoning designation of the Property as Business Park (B-P) and the current Permitted Uses associated therewith shall not be more restrictive than those in effect as of the date hereof for the duration of this Agreement as provided for in Section 15 below.

SECTION 4. PARTIES

4.1 The City. The City of Des Moines, a municipality of the State of Washington, exercises governmental functions and powers pursuant to the laws of the State of Washington and the DMMC. The principal office of the City is located at 21630 11th Avenue South, Des Moines, Washington 98198.

4.2 The Port. The Port of Seattle, a municipal corporation, exercises governmental functions and powers pursuant to the laws of the State of Washington. The principal office of the Port is located at 2711 Alaskan Way, Seattle, Washington 98121.

4.3 The Developer. The Port anticipates entering into option and ground lease agreements with Panattoni Development Company, Inc. or a related entity under which agreements Panattoni will assume the rights and obligations of the Port under this Agreement.

SECTION 5. PROJECT

5.1 General. The DMCBP is envisioned as a thriving center for diverse light industrial and commercial activities.

5.2 Phases. It is anticipated that the Project will be developed in three phases that correspond to the three geographical areas identified in the Master Plan (**Exhibit B**) and generally described as follows:

5.2.1 Area 1 – Area 1 consists of Lots 1 – 3, Tracts A, Y and Z, and South 208th Street and South 211th Street of the DMCBP Short Plat, and covers approximately 30 acres. The Port anticipates this area will be developed with approximately 535,830 square feet of business park uses, including light industrial or commercial office uses.

5.2.2 Area 2 – Area 2 consists of Lots 4 – 5, and South 214th Street of the DMCBP Short Plat and covers approximately 30 acres. The Port anticipates this area will be developed with approximately 497,425 square feet of business park uses, including light industrial or commercial office uses.

5.2.3 Area 3 – Area 3 consists of Lots 6 – 9, Tracts B, D and X, and 20th Avenue South of the DMCBP Short Plat. The Port anticipates this area will be developed with business park uses, including light industrial, commercial office, or retail uses.

SECTION 6. BACKGROUND DOCUMENTATION AND PREVIOUS AGREEMENTS

6.1 General. The terms of this Agreement and the development envisioned for the DMCBP is influenced by a number of previous documents. The documents identified in this Section evaluated numerous aspects of the Property and provide critical information utilized to formulate decisions associated with the development of the Property and the preparation of this Agreement.

6.2 DMCBP Conceptual Master Plan. *The Des Moines Creek Business Park Conceptual Master Plan* dated April 2006 prepared by CH2MHill. This report presented illustrative concepts for the development of the DMCBP given the site's physical features, the applicable development regulations, and market conditions. It was meant to be representative of

the range of possible future buildout scenarios. This report was also utilized to complete the environmental review analysis required under the State Environmental Policy Act (SEPA).

6.3 DMCBP Draft EIS. The *Des Moines Creek Business Draft Environmental Impact Statement* dated November, 2006 prepared by Blumen Consulting Group Inc., A.C. Kindig and Co., Cedarock Consultants, and CH2MHill. The Draft Environmental Impact Statement (DEIS) analyzed and identified the probable significant environmental impacts that could occur as a result of development of the DMCBP. The DEIS also identified environmental mitigation measures that must be incorporated into the Project to reduce or prevent the identified environmental impacts. The DEIS was completed jointly by the City and the Port as SEPA Co-Lead Agencies.

6.4 DMCBP Final EIS. The *Des Moines Creek Business Final Environmental Impact Statement* (FEIS) dated March, 2007 prepared by Blumen Consulting Group Inc., A.C. Kindig and Co., Cedarock Consultants, and CH2MHill. The FEIS provided additional information and responses based on comments received during the comment period for the DEIS. Together, the FEIS and DEIS comprise the environmental impact statement for the DMCBP project as required by SEPA.

6.5 Traffic Trip Thresholds Technical Memorandum. The *Des Moines Creek Business Park – Draft Project Element Traffic Trip Thresholds Technical Memorandum* dated February 20, 2007 prepared by CH2MHill. This technical memorandum describes the projected traffic volume the DMCBP could generate before triggering the project elements described in the Traffic Analysis Report of the DMCBP DEIS (**Exhibit D**).

6.6 Wetland Re-Delineation Report. The *2014 Wetland Delineation and Habitat Assessment – Des Moines Creek Business Park Facilities* prepared by Soundview Consultants. The report re-delineated and assessed the wetlands and other potentially regulated aquatic features of the Property.

SECTION 7. DEVELOPMENT REGULATIONS

7.1 General. The Port shall comply with all applicable Development Regulations, except as modified by this Agreement.

7.2 Parking. The City agrees to waive the parking requirement established by DMMC 18.210.090(5)(c) that requires one (1) parking space for every 2,000 square feet of uncovered storage area for Area 1, 2 & 3 pursuant to DMMC 18.210.070(1).

7.3 Recreation Requirements. The Port shall provide the recreational facilities described in this Section.

7.3.1 Joint Use Access Path. The Port will construct a 12-foot-wide joint use pedestrian and bike pathway located adjacent to South 214th Street and 20th Avenue South north of 216th Street (previously identified as the Internal Loop Road). The construction of the joint use access pathway will be completed in conjunction with the construction of South 214th Street and 20th Avenue South, connecting at South 216th Street. The Joint Use Access Path will be completed as part of the construction of Areas 2 & 3 where South 214th Street is planned and connecting to 20th Avenue South as shown on the Master Plan.

7.3.2 Des Moines Creek Trail Connection. The Port will construct a 12-foot-wide joint use pedestrian and bike pathway within a 24-foot-wide tract to provide a connection to the Des Moines Creek Trail in conjunction with the development of Area 3. The location of the tract will be south of the tract established for the detention facilities for Areas 1 and 2, as illustrated on the Master Plan (**Exhibits B**). The tract will be established as part of the DMCBP Short Plat. This connection will provide access from the Joint Use Access Path via Barnes Creek Trail to the Des Moines Creek Trail which is part of the Lake to Sound Regional Trail System.

7.4 Landscaping Requirements. The City agrees to waive the requirement of DMMC 18,195.340(2) that sites within the DMCBP provide a twenty (20) feet wide Type I landscaping strip including a five (5) foot tall earthen berm adjacent to 24th Avenue South and South 216th Street pursuant to DMMC 18.230.120. In lieu of the required landscaping, the Port agrees to install a ten (10) foot wide Type II landscaping strip as defined by DMMC 18,195.390 along 24th Avenue South and South 216th Street.

7.5 Performance Standards. The requirement of DMMC 18.105.070(4)(c) that warehouse, light manufacturing and distribution buildings be designed and oriented to locate the shorter width of the building toward the public right-of-way is waived. Buildings will be designed so that the office portion will be oriented towards the adjacent public street with the highest classification.

SECTION 8. MASTER PLAN

8.1 Approval. The City agrees that the Master Plan attached as **Exhibit B** and incorporated by this reference satisfies requirements of DMMC 18.105.050 for Area 1 & 2. The Port agrees that a master plan amendment for Area 3 will be submitted to the City for review that will be processed in accordance with DMMC 18.105.060 and as an amendment to this Agreement pursuant to Section 17.2.

8.2 Limitation. The Parties acknowledge that approval of the Master Plan by the City constitutes approval of the general layout of the Project and is subject to permitting conditions to be identified on individual permits. Master Plan approval does not constitute acceptance or approval of specific details of the Project. When the Port seeks permits to develop an individual area within the Property, the Port shall submit appropriate permit applications which include but are not limited to the applications identified in Section 14 and the supplemental traffic impact analysis as described in Section 9.3.

SECTION 9. STATE ENVIRONMENTAL POLICY ACT ("SEPA")

9.1 Development Agreement. The City's approval of a development agreement is a "project action" as defined by the State Environmental Policy Act (SEPA) and, as such, requires environmental review. The Parties agree that the SEPA review required for consideration and adoption of this Agreement has been fulfilled with the publication of the Environmental Documents.

9.2 SEPA Review. The Parties acknowledge that the Environmental Documents fully evaluated the environmental impacts from the development of the Project and that the City will review the submitted materials to ensure that the project is within the list of Proposed Actions evaluated. Given that the size of the development proposed for Areas 1 and 2 (approximately 1.0 million square feet) is within the upper limit of the SEPA evaluation (900,000 - 1.1 million square feet), additional environmental review may be required for Area 3 development.

9.3 Supplemental Traffic Impact Analysis. Several project and system improvements were identified within the Environmental Documents, and assumed to be constructed and in place at various points of the phased build-out of the Project. In order to mitigate the traffic impacts associated with the Project, trip thresholds were established that would trigger these various project and system improvements. The Port shall submit, for City review and approval, a supplemental traffic impact analysis with each phase of the Project to document that the proposed phase of the Project is consistent with the traffic analysis in the Environmental Documents. If the proposed phase of the development is not consistent with the traffic analysis in the Environmental Documents, additional mitigating measures may be required.

9.4 Other Mitigation Measures. As triggered during build-out of the Project, the Port agrees to implement the other environmental mitigation measures not related to traffic impacts established by the Environment Documents and provided in **Exhibit C**.

SECTION 10. [INTENTIONALLY DELETED]

SECTION 11. TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS

11.1 Access and Internal Roadways. Roadways on the Property accessing South 216th Street and 24th Avenue South shall be built to City of Des Moines Street Development Standards (Street Design and Construction Standards) as described in this Section.

11.1.1 South 208th Street (Public). The Port shall construct the northern access roadway identified in the Environmental Documents generally within the boundaries of the vacated/surplused South 208th Street; provided that the roadway will be modified to be a dead end cul-de-sac.. This road will be placed within a 60-foot-wide right-of-way, shall align with South 208th Street on the east side of 24th Avenue South, and shall be dedicated to the City as part of the DMCBP Short Plat. Prior to the construction of the road, the Port shall prepare civil engineering plans for review and approval by the City generally consistent with the cross-section provided in the City's Street Development Standards. The City will take over maintenance responsibility of this roadway when its construction is completed, and it is accepted in accordance with the provisions of the City's right-of-way permit. The threshold trigger for completion of South 208th Street shall be concurrent with the development of Area 1.

The Port shall have the option of paying the design and construction change order cost of the City associated with building the roadway approach and sidewalk curb returns located in the right-of-way, or build these improvements independently of the City's current 24th Avenue South construction project. The City has made adjustments to the locations of the utilities and associated vaults to accommodate the roadway approach at South 208th Street, on the west side of 24th Avenue South.

11.1.2 South 211th Street (Public). The Port shall construct an internal roadway identified in the Environmental Documents South 211th Street; provided that the roadway will be modified to be a dead end cul-de-sac and not be connected to South 214th Street or 20th Avenue South discussed in Section 11.1.3 with a public roadway. This road will be placed within a 60-foot-wide right-of-way, and shall align approximately with the South 21100 Block on the of 24th Avenue South, and shall be dedicated to the City as part of the DMCBP Short Plat. Prior to the

construction of the road, the Port shall prepare civil engineering plans for review and approval by the City generally consistent with the cross-section provided in the City's Street Development Standards. The City will take over maintenance responsibility of this roadway when its construction is completed, and it is accepted in accordance with the provisions of the City's right-of-way permit. The threshold trigger for completion of South 211th Street shall be concurrent with the development of Area 1. The Port shall construct South 211th Street north of the boundary of the vacated/surplused South 212th Street as shown on the Master Plan.

The Port shall have the option of paying the design and construction change order cost of the City associated with building the roadway approach located in the right-of-way, or build these improvements independently of the City's current 24th Avenue South construction project. The City has made adjustments to the locations of the utilities and associated vaults to accommodate the roadway approach at South 211th Street on the west side of 24th Avenue South.

- 11.1.3 South 214th Street/20th Avenue South (Public):** The Port shall construct the internal road providing a connection from South 216th Street to 24th Avenue South as identified in the Environmental Documents; provided that the alignment of the roadway will be modified to connect to 24th Avenue South at the approximate location of the vacated/surplused South 214th Street.

South 214th Street/20th Avenue South will be constructed when cumulative DMCBP development exceeds 390 PM peak hour trips as required by the traffic trip thresholds in **Exhibit D**. If development does not exceed this 390 PM peak hour threshold, the Port will only be required to construct the first segment of South 214th Street. Prior to the issuance of the building permit for the final building in Area 2, the Port shall provide an updated traffic impact memorandum verifying the cumulative PM peak hour traffic based on the actual building land uses constructed in Area 1 and Area 2 to date. This first segment of South 214th Street will be modified to be a dead end cul-de-sac and will be placed within a 66-foot-wide (minimum) right-of-way and dedicated to the City as part of the DMCBP Short Plat. The City will take over maintenance responsibility of the first segment of this roadway when its construction is completed, and

it is accepted in accordance with the provisions of the City's right-of-way permit.

Construction of the second segment of the South 214th Street/20th Avenue South internal road shall be concurrent with the development of Area 3. As part of the DMCBP Short Plat, this segment will be shown in a 66-foot-wide (minimum) tract. When the construction of the second segment is completed, the tract will be dedicated to the City as right-of-way.

Prior to the construction of each segment of South 214th Street/20th Avenue South, the Port shall prepare civil engineering plans for review and approval by the City generally consistent with the City's Street Development Standards.

The Port shall have the option of paying the design and construction change order cost of the City associated with building the roadway approach and sidewalk curb returns located in the right-of-way, or build these improvements independently of the City's current 24th Avenue South construction project. The City has made adjustments to the locations of the utilities and associated vaults to accommodate the roadway approach at South 214th Street on the west side of 24th Avenue South.

11.2 Frontage Improvements. In accordance with the Environmental Documents and the DMMC, the Port is responsible for providing frontage improvements along South 216th Street and 24th Avenue South consistent with the design of the Transportation Gateway Project when permits are issued for construction fronting on these streets. Consistent with DMMC 12.20.050(2) and in advance of permitted development, the Port has made an in-lieu cash payment totaling Six Million Dollars (\$6,000,000) to the City to fulfill all obligations to physically construct the required frontage improvements. The Parties acknowledge that due to the magnitude and complexity of the Transportation Gateway Project, completing its construction in incremental stages would have been significantly more costly than constructing it as one integrated project, given its off-set alignment, comprehensive storm drainage systems, traffic signal systems, and other utility improvements. Incremental construction would have been most costly due to the fact that each individual stage of construction would have had to account for interim roadway transitions, utility terminations, and other temporary systems, which would increase project costs by at least twenty percent (20%) and potentially as high as thirty percent (30%). Therefore, the Parties agreed that in order to minimize the overall roadway improvement costs, the improvements are best completed at one time as part of an integrated project with advance payment of all in-lieu fees by the Port. Such payment has reduced and limited the Port's future costs. In addition, the payment allowed the City to secure committed

state grant funds and improve its competitiveness for additional regional and federal funds. In accepting the in-lieu cash payment, the City has taken the lead and been responsible for the construction of the frontage improvements adjacent to South 216th Street and 24th Avenue South. This in-lieu cash payment is based on the estimated cost of the frontage improvements pursuant to DMMC 12.20.050(2) and further described below:

11.2.1 South 216th Street. The Port is responsible for fifty percent (50%) of the cost of Segment 2 of the Gateway Road Project as a condition for the City's issuance of a building permit for Area 3. The Port agrees that the cost estimate for Segment 2, including engineering, administration, right-of way, and construction totals \$8,653,787. Therefore, the Port's in-lieu cash payment for this frontage totals \$4,326,894. To induce the Port's advance payment of the required in lieu fee, the City agreed to accept and the Port paid an in-lieu cash payment in the amount of \$2.5 million instead of the \$4,326,894 that would otherwise have been due. In return, the City agrees that the requirement for the Port to provide frontage improvements along South 216th Street has been fully satisfied. The Port's payment of \$2.5 million, together with the in-lieu cash payment described in Section 11.2.2, is the basis for the Transportation Impact Fee waiver described in Section 11.3.

11.2.2 24th Avenue South. The Port agrees that it is responsible for fifty percent (50%) of the cost of the 24th Avenue Segment of the Transportation Gateway Project improvements as a condition for the City's issuance of a building permit for Areas 1, 2 and a portion of Area 3. The cost estimate for this Segment including engineering, administration, right-of-way and construction totals \$9,569,989. Therefore, the Port's in-lieu cash payment for this frontage totals \$4,784,995. To induce the Port's advance payment of the required in lieu fee, the City agreed to accept and the Port paid an in-lieu cash payment in the amount of \$3.5 million instead of the \$4,784,995 that would otherwise have been due. In return, the City agrees that the requirement for the Port to provide frontage improvements along 24th Avenue South has been fully satisfied. The Port's payment of \$3.5 million, together with the in-lieu cash payment described in Section 11.2.1 is the basis for the Transportation Impact Fee waiver described in Section 11.3.

11.2.3 20th Avenue South Traffic Signal. The Parties acknowledge that the installation of a traffic signal at the intersection of South 216th Street and 20th Avenue South, along with the associated roadway improvements at

the intersection is part of the Transportation Gateway Project, and therefore is included in the in-lieu cash payment for Segment 2 of South 216th Street.

11.2.4 South 208th Street Traffic Signal. The Parties acknowledge that the installation of a traffic signal at the intersection of South 208th Street and 24th Avenue South may be needed in the future to allow for safe access onto or across 24th Avenue South from the site, especially once SR 509 construction is completed. While a traffic signal is not current warranted, provisions for the future installation of a traffic signal at this intersection shall be included in the civil improvements for South 208th Street. At a minimum, traffic signal conduit and junction boxes shall be installed for future loops (including advance loops west of 24th) and intersection crossings.

11.3 Transportation Impact Fees. In consideration for the Port providing in-lieu cash payments as discussed in Section 11.2, the Port shall not be required to pay Transportation Impact Fees (TIF) pursuant to RCW 82.02.060 for the duration of this Agreement; provided however that this waiver does not relieve the Port of providing actual project and system improvements as described in Section 11.4.

11.4 Project and System Improvements. The Port shall construct the required Project and system improvements identified in the Environmental Documents, and any additional Project or system improvements that may be identified in supplemental traffic impact analysis submitted for each phase of the Project. A list of the Project and system improvements, along with their threshold trigger points, is provided in **Exhibit D**. This list is not all inclusive, as it only includes the Project and system improvements identified in the Environmental Documents submitted as of the date of this Agreement. The list does not include any additional Project or system improvements that may be identified in supplemental traffic impact analysis submitted for each phase of the Project.

The City will accept proportionate share contributions from the Port for the system improvement identified for South 216th Street – Segment 1A (between 29th Avenue South and 24th Avenue South (refer to **Exhibit D** – Project 5). When the threshold for the system improvement is triggered by a specific phase of the Project, that phase of the Project (and all subsequent phases of the Project) will make a proportionate share contribution towards this system improvement. The proportionate share contribution shall be calculated by taking the total PM peak hour trips generated by the specific phase of the Project at the intersection of Pacific Highway South and South 216th Street, dividing it by the total PM peak hour trips at the intersection, and multiplying the result by the cost estimate for the system improvement.

SECTION 12. DRAINAGE REQUIREMENTS AND INFRASTRUCTURE

12.1 General. The Port shall provide stormwater facilities to address surface water runoff created as the result of development of the Property. All stormwater facilities shall be located in separate public tracts. The stormwater facilities will be built by the Port, and, upon completion, deeded to the City as part of the DMCBP Short Plat for long-term ownership and maintenance.

12.2 Standard. The Port shall comply with the version of the *King County Surface Water Design Manual* (KCSWDM) in effect at the time that permits are submitted for the development of Area 3. Development within Areas 1 and 2 shall be vested to the regulations of the 2009 *King County Surface Water Design Manual* for projects that have been approved prior to January 1, 2017 under the conditions of the City's NPDES permit. Additionally, under the terms of the NPDES permit, any applications that have been approved prior to January 1, 2017 must start construction by January 1, 2022 or the vesting rights will be lost. Before January 1, 2017, it is preferred, but not required, that stormwater be handled using Low Impact Development approaches when economically and technically feasible. The City may impose additional water quality or flow control requirements if it is deemed through performance that the facilities are not sufficient in achieving the standards set forth in the KCSWDM.

12.3 Surface Water Management Fees. All surface water development fees and surface water service fees are applicable to the DMCBP in accordance with Chapter 11.12 of the DMMC.

12.4 Flow Control. The Port may utilize the King County Level 1 flow control criterion and the 1994 land use condition as the pre-developed condition for sizing flow control facilities that discharge directly to Des Moines Creek, a drainage tributary or to a City conveyance system as set forth in the KCSWDM for the sizing of stormwater detention facilities due to the implementation of the Des Moines Creek Basin project. However, areas that discharge directly or indirectly to a wetland shall meet the criterion set forth in the KCSWDM as amended by Chapter 11.28 DMMC – Supplemental Storm Water Standards.

12.5 Detention Tracts. Pursuant to DMMC 17.35.130, all detention facilities are to be located within separate tracts that are deeded to the City, whereupon the City shall assume all maintenance and ownership responsibilities. A private access easement to the detention tracts shall also be provided to allow access to the facilities for water quality testing that may be required in order to meet any issued industrial NPDES permits. Prior to City acceptance of the detention facilities, the Port will provide the City with an operations and maintenance manual for the care of the facilities, including any special instructions for maintaining any protective netting or plantings required to satisfy FAA regulations.

12.6 Drainage Reports.

12.6.1 Areas 1 and 2. The City agrees that the Technical Information Report (drainage report) submitted for the detention facility located in Tract A of the DMCBP Short Plat has been designed to address the drainage associated with the development of Areas 1 and 2 of the Property; provided that the development occurs consistent with the Preliminary Technical Information Report prepared by Barghausen Engineering dated December 11, 2013.

12.6.2 Area 3. A Technical Information Report shall be prepared, for City Approval, to identify drainage facility requirements and demonstrate compliance with the KCSWDM or other approved standards as specified in Section 12.4 at the time the Design Review Application and/or Grading Permit is submitted for development of Area 3.

SECTION 13. ENVIRONMENTALLY CRITICAL AREAS

13.1 Wetlands and Ditches. The Parties acknowledge there are several existing wetlands and ditches on or directly adjacent to the Property. The Environmental Documents envisioned filling all of the on-site wetlands and ditches as part of the development of the Property.

13.2 Permits. The Port shall secure the required approvals from the Army Corps of Engineers and/or the Washington State Department Ecology as may be necessary for the fill of wetlands W, D11, 14 and 22 and any other regulated waters identified in the Environmental Documents. The City acknowledges that local permits are not required to fill these wetlands pursuant to Section V – Step 2(4) of the *First Development Agreement between the City of Des Moines and the Port of Seattle*.

13.3 Mitigation Site. The City agrees to issue all necessary easements, construction licenses, and consent to construct the required mitigation for impacts to the wetlands and ditches regulated by the Army Corps of Engineers within the area illustrated on **Exhibit E** within the boundaries of the Des Moines Creek Park.

13.4 Critical Aquifer Recharge Area. The Port shall submit, for City approval, a report prepared by a licensed professional engineer demonstrating that the Project complies with DMMC 16.10.260, Critical Aquifer Recharge Areas (CARA). The Parties agree that the CARA Report can be submitted at the time of submittal of the building permit application(s) for each Area.

13.5 Tracts. The Port agrees to place the wetlands and corresponding buffers, stream buffers, and ravine sidewalls and corresponding buffer into separate tract(s) as part of the DMCBP Short Plat.

SECTION 14. PERMITTING

14.1 General. The Port shall submit all permit applications required by the City for the development of Areas 1, 2 and 3 within the Project. The Port acknowledges that the City has attempted to identify the permits and applications required for the development of the Project and that subsequent review of proposed development for Areas 1, 2 and 3 may reveal additional issues that may require other permits or applications not discussed in this Section.

14.2 Short Subdivision. The Port shall submit, for City approval, a Short Subdivision application consistent with the approved Master Plan and DMMC 17.05 for Areas 1-3. The application materials required for Preliminary Plat are provided on Form DSW-03.

14.3 Design Review. The Port shall submit, for City approval, a Design Review application consistent with Chapter 18.235 DMMC – Design Review for development of each individual Area within the Property. The application materials required for Design Review are provided on Form DSW-01. The City's design review will follow its standard review procedures including a requirement to satisfy the design guidelines contained in DMMC 18.235 and 18.105, B-P Business Park, as well as DMMC 18.195, Landscaping and Screening, and DMMC 18.210, Loading Areas and Off-Street Parking. The City will coordinate its design review with that occurring concurrently by the Port.

14.4 Clearing and Grading. The Port shall submit, for City approval, a Clearing and Grading Plan consistent with Chapter 14.20 DMMC for the development of each individual Area within the Property. The application materials required for Grading Permit are provided on page 4 of Form DSA-02. Clearing and grading for the Project shall be restricted to those areas identified on the clearing and grading plans approved by the City for each Area. No other clearing of any nature shall be allowed without prior written approval of the City.

14.5 Building Permits. The Port shall submit, for City approval, Building, Electrical, Plumbing, and Mechanical Permit Applications consistent with Title 14 DMMC – Buildings and Construction Code.

14.6 Right-of-Way Permits. The Port shall submit, for City review and approval, right-of-way permits for any work occurring within the City right-of-way. Since South 208th Street, South 211th Street and South 214th Street/24th Avenue South identified in Section 11 will eventually be dedicated to the City, right-of-way permits will also be required for the construction of these roadways.

14.7 Permit Fees. The City agrees to vest the Port to the provision of Des Moines Executive Order 13-003 (**Exhibit F**) for the term of this Agreement. This Executive Order established a *City-Wide Development Incentive Program* for all commercial projects by reducing fees for, environmental review, subdivision, planned unit development, short subdivision and lot line adjustment, engineering plan review, building plan check and building permit, , mechanical, electrical and plumbing permit, and right of way permits by twenty percent (20%) for individual project applications with over 50,000 square feet of gross floor area excluding parking areas and by ten percent (10%) for individual project applications with over 25,000 square feet of development excluding parking areas.

SECTION 15. VESTED RIGHTS AND TERM

15.1 Duration and Termination. This Agreement shall remain in effect for a period of fifteen (15) years unless either (a) the Parties both agree to extend the Agreement for a period to be defined, (b) the Project is fully developed consistent with Master Plans approved by the City for Areas 1 – 3, or (c) the Agreement is sooner terminated by the Parties. Other than as may be prohibited by law, and specifically subject to the limitations of RCW 36.70B.180, the Parties may terminate this Agreement by providing ninety (90) days written notice pursuant to Section 17.1. Termination of this Agreement shall not result in termination of any other legally binding agreement or action based upon this Agreement unless such additional termination is required under the terms of such other agreement or action. Notice of termination shall be provided in accordance with Section 17.1.

15.2 Vesting of Development Regulations. The Port is assured that all Development Regulations that govern development of the Property that are in effect as of the date of the City's approval of this Agreement shall apply for a period of fifteen (15) years from the effective date of this Agreement; provided, the Port shall be required to comply with the International Building Code, the City's Street Development Standards (Street Design and Construction Standards), the City's NPDES Permit, and other regulatory codes adopted by the State of Washington and King County that preempt the City's authority in effect as of the date that the Port submits a complete permit application to the City for review. If the Property has not reached full build-out within this 15-year period, the Parties agree that Development Regulations in effect at that time will control the further development of the Property. The Port may elect, at its discretion, to conform to new Development Regulations that the City may adopt from time to time. Notwithstanding the foregoing, the City reserves the authority to impose new or different regulations to the extent necessary or required to address a threat to public health or safety.

SECTION 16. CERTAINTY OF DEVELOPMENT AGREEMENT

16.1 Development Agreement Deemed Controlling. This Agreement, once recorded, and any terms, conditions, maps, notes, references, or regulations which are a part of the Agreement shall be considered enforceable. In the event of a specific conflict with any provisions of the DMMC, this Agreement shall take precedence. Unless otherwise provided by this Agreement, the City's ordinances, resolutions, rules and regulations, and official policies governing permitted land uses, density, design, improvement, and construction standards shall be those City ordinances, resolutions, rules and regulations, and official policies in force at the time of the execution of this Agreement.

16.2 Subsequent Actions. This Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new rules, regulations, and policies which do not conflict with those rules, regulations, and policies applicable to the Property, nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of such new rules, regulations, and policies.

16.3 Changes in the Law. In the event that City, state or federal laws or regulations, enacted after this Agreement has been entered into, prevent or preclude compliance with one or more of the provisions of the Agreement, such provisions of the Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations following modification procedures in Section 17 for an amendment or cancellation.

16.4 Emergency Situations. The City may suspend the issuance of building permits for the planned Project if it finds that continued construction would place surrounding residents or the immediate community in a condition dangerous to their health or safety.

SECTION 17. GENERAL PROVISIONS

17.1 Notices, Demands and Communications. Formal notices, demands and communications between the City and the Port shall be sufficient if given and shall not be deemed given unless dispatched by certified mail, postage prepaid, returned receipt requested, or delivered personally, to the principal offices of the City and the Port as follows:

City:

Anthony Piasecki or successor
City Manager
City of Des Moines
21630 11th Avenue South

Port:

Tay Yoshitani or successor
Chief Executive Officer
Port of Seattle
2711 Alaskan Way

Des Moines, Washington 98198

Seattle, Washington 98121

17.2 Amendments. This Agreement may be amended or modified in accordance with RCW 36.70B.170-200, and other applicable laws, rules or regulations, and upon mutual consent of the Parties, such mutual consent of the Parties shall be evidenced by a written amendment signed by the Parties.

17.3 Other Government Approvals. Should the Port at any time require the approval of any governmental body or board, whether of local, regional, state or federal jurisdiction, the Port shall bear the sole cost and responsibility for obtaining needed approvals. The City, upon request by the Port, shall lend its full cooperation and affirmative support if it deems such would be in the interest of timely performance under this Agreement, and such cooperation and support would not compromise the responsibilities of the City, including its responsibilities to the Port as set forth in this Agreement. Nothing contained herein is designed to relieve the Port of the necessity of complying with the laws governing the permitting requirements, conditions, terms or restrictions.

17.4 Conflict of Interests. No member, official or employee of the City shall make any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. The Port warrants that it has not paid or given, and shall not pay or give, any third person any money or other consideration for securing the City's approval of this Agreement.

17.5 Non-Liability of City, Officials, Employees, and Agents. No member, official, employee or agent of the City shall be personally liable to the Port, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Port or successor or on any obligation under the terms of this Agreement.

17.6 Enforced Delay. Performance by either party under this Agreement shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes, lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions of priority; litigation (including suits filed by third parties concerning or arising out of this Agreement); unusually severe weather; inability to secure necessary labor, materials or tools; acts or failure to act of any public or governmental authority or entity (other than the acts or failure to act of the City which shall not excuse performance by the City), or any other causes (other than lack of funds of the Port) beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall be for a period of the enforced delay and shall commence to run from the commencement of the cause, if notice by the party claiming such extension is sent to the other party within fifteen (15) calendar days of

the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the City's City Manager or designee.

17.7 Title of Parts and Sections. Any titles of the parts, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provisions.

17.8 Hold Harmless. The Port shall indemnify and hold harmless the City and their officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Port, its officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its officers, agents, employees and/or any of them, or jointly against the City and the Port and their respective officers, agents and employees, or any of them, the Port shall satisfy the same to the extent that such judgment was due to the Port's negligent acts or omissions.

17.9 Enforcement, Rights and Remedies Cumulative. This Agreement shall be enforceable by the City, applicant, or successor-in-interest notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the City which alters or amends the rules, regulations, or policies specified in this Agreement. Enforcement may be through any remedy or enforcement method or process, or combination thereof, allowed under law and/or equity. Except as otherwise stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise one or more of these rights or remedies by either party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default by the other party.

17.10 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of Washington. Venue for any legal action brought hereunder shall be in the King County Superior Court.

17.11 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

17.12 Legal Actions. In the event any legal action is commenced to interpret or to enforce the terms of this Agreement, or to collect damages as a result of any breach of the Agreement, the Parties shall be responsible for their attorneys' fees and costs incurred in the action.

17.13 Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest and assigns of each of the Parties. Any reference in this Agreement to a specifically named party shall be deemed to apply to any successor heir, administrator, executor or assign of such party who has acquired an interest in compliance with the terms of this Agreement, or under law.

17.14 Parties Not Co-ventures. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another, nor employees and/or employers of each other.

17.15 Warranties. The City expresses no warranty or other representation to the Port or any other Party as to fitness or condition of the Property other than those expressed within this Agreement.

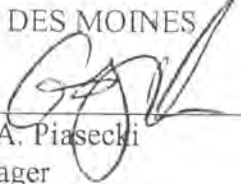
17.16 Reasonable Approvals. The approval of a party of any documentation or submissions herein called for shall not be unreasonably withheld unless the text clearly indicates a different standard. All such approvals shall be given or denied in a timely and expeditious fashion.

17.17 Recordation. Within ten (10) days after the effective date of this Agreement, or any modification or the cancellation thereof, the City Clerk shall have this Agreement, the modification or cancellation notice recorded with the County Auditor/Recorder of King County.

17.18 Execution of Other Documentation. The City and the Port agree to execute any further documentation that may be necessary to carry out the intent and obligations under this Agreement.

17.19 Complete Understanding of the Parties. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of twenty-four (24) pages and six (6) attached Exhibits and constitutes the entire understanding and agreement of the Parties.

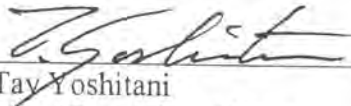
CITY OF DES MOINES


Anthony A. Piasecki
City Manager

By direction of the Des Moines City Council
in Open Public Meeting
on February 20, 2014

Dated: 6/16/14

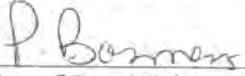
PORT OF SEATTLE


Tay Yoshitani

Chief Executive Officer
By direction of the Port Commission
in Open Public Meeting
on June 10, 2014

Dated: 7/16/14

Approved as to Form:

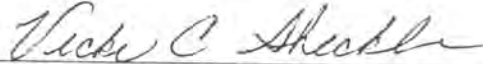

City of Des Moines Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF King)

On this 16th day of June, 20 14, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony A. Piasecki to me known as the City Manager, for the City of Des Moines, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City of Des Moines, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.





NAME

Vicki C. Sheckler

NOTARY PUBLIC in and for the State of
Washington, residing at Des Moines, WA
MY COMMISSION EXPIRES: 4/29/2016

STATE OF WASHINGTON)
) ss
 COUNTY OF King)

On this 16th day of July, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tay Yoshitani to me known as the Chief Executive Officer, for the Port of Seattle, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Port of Seattle, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.



Julie Kathryn Thomas
 NAME
Julie Kathryn Thomas
 NOTARY PUBLIC in and for the State of
 Washington, residing at Hyckland, WA
 MY COMMISSION EXPIRES: 1-21-15

EXHIBIT A

DES MOINES CREEK BUSINESS PARK LEGAL DESCRIPTION

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON LYING EASTERLY OF THE WESTERLY LINE AND SOUTHERLY OF THE NORTHERLY LINE OF THE PLAT OF MAYVALE NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 78 OF PLATS, PAGE 55, IN KING COUNTY, WASHINGTON; TOGETHER WITH THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF STATE HIGHWAY SR 509 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 753046 AND CONVEYED TO THE STATE OF WASHINGTON BY DEEDS RECORDED UNDER RECORDING NUMBERS 7105060274, 7201180290, 7206160326 AND 7206160338; EXCEPTING THEREFROM THE EAST 30 FEET FOR 24TH AVENUE SOUTH AND THE SOUTH 30 FEET FOR SOUTH 216TH STREET; AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A MONUMENT IN CASE AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, ALSO BEING THE INTERSECTION OF 24TH AVENUE SOUTH AND SOUTH 208TH STREET;

THENCE NORTH 88°26'01" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER,

30.00 FEET TO THE NORTHERLY EXTENSION OF A LINE THAT IS 30.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH), AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 01°06'35" EAST ALONG SAID NORTHERLY EXTENSION, 30.00 FEET TO A LINE THAT IS 30.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 88°26'01" WEST ALONG SAID PARALLEL LINE, 37.50 FEET TO THE NORTHERLY EXTENSION OF A LINE THAT IS 67.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH);

THENCE SOUTH 01°06'35" WEST ALONG SAID NORTHERLY EXTENSION AND ALONG SAID PARALLEL LINE, 1751.88 FEET;

THENCE SOUTHERLY ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH $88^{\circ}53'25''$ EAST, 6049.50 FEET, AN ARC DISTANCE OF 226.75 FEET;
 THENCE SOUTH $01^{\circ}02'16''$ EAST, 255.41 FEET;

THENCE SOUTHERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH $88^{\circ}57'44''$ WEST, 5950.50 FEET, AN ARC DISTANCE OF 223.04 FEET TO A LINE THAT IS 49.50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH);

THENCE SOUTH $01^{\circ}06'35''$ WEST ALONG SAID PARALLEL LINE, 119.10 FEET;

THENCE SOUTH $46^{\circ}25'19''$ WEST, 42.84 FEET TO A LINE THAT IS 63.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF SOUTH 216TH STREET);

THENCE NORTH $88^{\circ}15'56''$ WEST ALONG SAID PARALLEL LINE, 1172.31 FEET;

THENCE NORTH $01^{\circ}18'27''$ EAST, 2.00 FEET TO A LINE THAT IS 65.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF SOUTH 216TH STREET);

THENCE NORTH $88^{\circ}15'56''$ WEST ALONG SAID PARALLEL LINE, 1.00 FEET;
 THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WHOSE CENTER BEARS NORTH $01^{\circ}44'04''$ EAST, 19.50 FEET, AN ARC DISTANCE OF 30.49 FEET;

THENCE NORTH $01^{\circ}18'27''$ EAST, 17.04 FEET;

THENCE NORTH $88^{\circ}41'33''$ WEST, 39.36 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER;

THENCE SOUTH $01^{\circ}06'10''$ WEST ALONG SAID WEST LINE, 71.60 FEET TO A LINE THAT IS 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF SOUTH 216TH STREET);
 THENCE SOUTH $88^{\circ}15'56''$ EAST ALONG SAID PARALLEL LINE, 1281.85 FEET TO A LINE THAT IS 30.00 WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER (SAID EAST LINE ALSO BEING THE CENTERLINE OF 24TH AVENUE SOUTH);

THENCE NORTH $01^{\circ}06'35''$ EAST ALONG SAID PARALLEL LINE, 2609.79 FEET TO THE TRUE POINT OF BEGINNING.

DES MOINES CREEK BUSINESS PARK SITE AREA EXHIBIT

W. COLLINS
CO. HERMAN

700 3RD AVENUE, SUITE 1400
SEATTLE, WA 98104-1710
TEL: 206 244 3100 FAX: 206 244 3101

PROJECT TITLE
DES MOINES CREEK
BUSINESS PARK
for
PANATTONI
DEVELOPMENT
COMPANY, INC.

APPROVED FOR THE CITY OF SEATTLE
DATE: 12/15/00

EXHIBIT B

ISSUED
DATE: 12/15/00

PROJECT NUMBER: 0000000000
DRAWN BY: [Signature]
SCALE: 1"=100'-0"



PROJECT TITLE: EXHIBIT
DES MOINES CREEK BUSINESS
PARK
SITE AREA EXHIBIT

DATE: 12/15/00
DRAWN BY: [Signature]

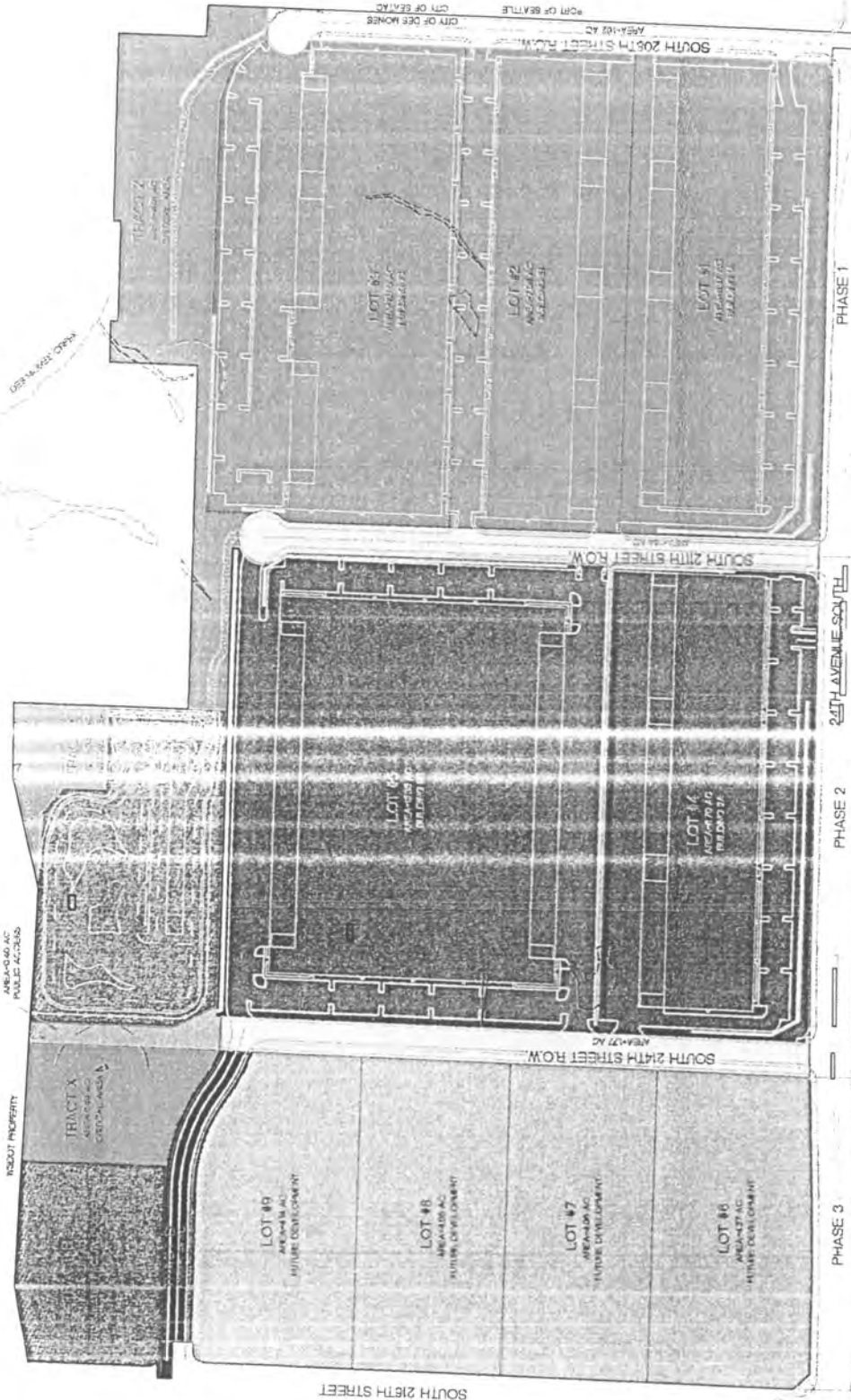


EXHIBIT C

PROJECT ELEMENTS TO BE INCORPORATED INTO THE PROPOSAL

The following features would be incorporated into the DMCBP proposal to offset the potential for significant impacts.

Earth

- A more definitive grading plan would be prepared at the Final Master Plan stage, and would be submitted to the City of Des Moines for review and approval. This grading plan would comply with the City's regulations for grading (DMMC Section 14.60) and for protection of steep slope areas (DMMC Section 18.66).
- During initial construction, soil may become compacted by construction traffic. The area of compacted soil would be minimized by restricting the construction traffic to a single access road. Following construction, the remaining compacted soils would be broken up and plowed to reduce the potential for erosion.
- Excavated native materials from the site considered suitable for fill or landscaping could be stockpiled onsite for later use. If onsite native materials are used for fill they would be compacted first to avoid the potential for settlement during the life of the project. Less desirable excavated soils would require off-site disposal and would be replaced by imported material. An appropriately permitted off-site disposal site would be identified prior to construction.
- If onsite Vashon Till soils are used for filling, blending with dry material may be necessary to bring the natural moisture content down so that compacting can occur. Alternatively, other material could be imported to provide adequate backfill for structural support in development areas.
- Perched groundwater interflow that is encountered during construction would be controlled using trenching and sump pumps.
- A comprehensive temporary erosion and sediment control (TESC) plan would be prepared and implemented for the full duration of construction for the DMCBP, in accordance with the Washington State Department of Ecology (Ecology) and City of Des Moines requirements. This plan would include Best Management Practices (BMPs) to minimize erosion and sedimentation impacts during construction. BMPs would also prevent the mobilization of arsenic in the site soils from past operation of the ASARCO Tacoma Smelter. The BMPs could include:
 - Performing major grading and soil disturbing activities during the drier portions of the year (i.e. between May 1 and September 30), unless modified by Ecology as part of the National Pollutant Discharge Elimination System (NPDES) permit and Stormwater Pollution Prevention Plan (SWPPP) for the site, and approved by the City of Des Moines. See Section 3.3, **Water Resources** of this Draft EIS for further discussion of the NPDES and SWPPP;
 - Beginning construction activities as soon as possible after a section has been cleared and stripped of vegetation;

EXHIBIT C

- Revegetating disturbed areas as soon as possible after completion of construction, using plants that would rapidly stabilize the soil;
 - Placing straw bales or silt fences to reduce runoff velocity, in conjunction with collection, transport, and disposal of surface runoff generated in the construction zone;
 - Placing straw, jute matting, or commercially available erosion control blankets on slopes that require additional protection; and
 - Covering soil stockpiles with plastic sheeting and weights and protecting stockpile areas from vehicular traffic.
- The TESC measures for stormwater discharge during construction would comply with Washington State Department of Ecology's NPDES requirements and would include monitoring.
 - During the dry season, dust would be controlled by watering or spraying dust suppressants to control fugitive dust on unpaved haul roads.
 - Stabilized quarry spill pads would be used to remove mud from the tires of construction trucks before they exit the site onto adjacent roads to help keep mud off of the paved roads and prevent sediments from being washed off of the roads during wet weather.
 - Subsurface exploration would be conducted as part of the construction and/or building permit process, to verify the quality of subsurface material and provide specific foundation and construction recommendations. Specific foundation support systems would be determined as part of the specific design and permitting of infrastructure and individual buildings associated with future site development at the DMCBP.
 - An undisturbed buffer of native vegetation would be retained from the top of the Des Moines Creek ravine sidewall west of the site, and a building setback would be maintained from the ravine buffer edge to prevent erosion and sedimentation impacts on environmentally sensitive areas, such as steep slopes and the creek (per DMMC 18.86.076). The City may approve a buffer reduction if a special geotechnical study is prepared that demonstrates that the reduction would result in minimal impacts to soil stability and existing native vegetation (DMMC Section 18.86.076(2)). Specific buffers would be determined as part of the Final Master Plan process.
 - The final grading plan for the DMCBP would require that the final grade of any mass excavation be at least 10 feet in elevation above the top of the Advanced Outwash unit, providing a ten-foot thickness of low permeability till as a protective buffer above the top of the uppermost regional aquifer. Should excavation for a new stormwater pipe that could be constructed from the site west to the existing S 212th Street outfall to Des Moines Creek extend through the lower 10 feet of the Vashon Till layer at any point, pipe backfill would be constructed using impermeable materials. A geotechnical survey would be conducted in conjunction with preparation of the final grading plan to confirm the till thickness and establish construction excavation limitations.
 - The relationship of DMCBP site development, and associated site disturbance, to the various slope categories established in DMMC Section 18.86.077 would be determined at the Final Master Plan stage, when a final grading plan is formulated.

- USTs encountered during grading would be managed consistent with appropriate state regulations.
- Following construction, areas of exposed soils would be either developed or revegetated to prevent erosion and sedimentation.
- A permanent stormwater control system, designed in accordance with Washington State Department of Ecology's 2005 Manual, would be installed to control stormwater runoff release and prevent erosion and sedimentation impacts onsite and downstream (see Section 3.3, **Water Resources** and **Appendix C** for further information).
- The design of all structures would comply with applicable building code requirements that address typical seismic considerations, such as ground acceleration.

Air Quality

- The construction contractor(s) would be required to comply with PSCAA regulations that require control of emissions of odor-bearing air contaminants that could be injurious to human health, plant or animal life, or property, or that could unreasonably interfere with the enjoyment of life and property (Regulation 1, Section 9.11).
- It is anticipated that regular watering of the construction site would occur to minimize fugitive dust. The construction contractor(s) would be required to comply with the PSCAA (Regulation 1, Section 9.15), requiring reasonable precautions to avoid dust emissions and could include, but are not limited to the following:
 - The use of control equipment, enclosures, and wet (or chemical) suppression techniques, as practical, and curtailment during high winds;
 - Surfacing roadways and parking areas with asphalt, concrete, or gravel;
 - Treating temporary, low-traffic areas (e.g. construction sites) with water or chemical stabilizers, reducing vehicle speeds, constructing pavement or rip rap exit aprons, and cleaning vehicle undercarriages before they exit to prevent the track out of mud or dirt onto paved public roadways; and/or
 - Covering or wetting truck loads or allowing adequate freeboard to prevent the escape of dust-bearing materials.
- Certain future uses that would potentially be new air emission sources would be required to obtain permits from PSCAA to ensure that appropriate technology is in place to prevent the release of harmful contaminants into the atmosphere.

Water Resources

- Monitoring and erosion control measures would be employed for stormwater discharge associated with construction activities, per a National Pollutant Discharge Elimination System (NPDES) permit from the Department of Ecology (Ecology) to protect water quality.

- A Stormwater Pollution Prevention Plan (SWPPP) would be prepared and implemented, as required by the NPDES permit. The SWPPP would contain specific best management practices (BMPs) for each construction season.
- Temporary erosion and sediment control (TESC) best management practices (BMPs) as specified in the Ecology Manual (2005) would be implemented. See Tables 3.1-1 and 3.1-2 in Appendix C and Section 3.1, Earth for specific BMP measures.
- Construction entrances would include truck wheel washes in addition to quarry spalls to dislodge sediment, if warranted by the specific truck traffic and soil export volumes. Streets would also be routinely cleaned during construction.
- Specialized products, such as Chitosan or Electrocoagulation, and other water treatment systems could be used, if warranted and approved by Ecology under the NPDES permit.
- During drier weather, settling ponds would be drawn down via pumping and the water dispersed to upland vegetated areas away from steep slopes, as feasible.
- BMPs for concrete work would include the following:
 - Cement trucks wash water would not be disposed of onsite, but would be returned to the off-site batch plant for recycling as process water;
 - New concrete work would be covered and protected from rainfall until cured; and,
 - Monitoring of pH would occur in areas with active concrete work.

If concrete amendments to soils are proposed to meet compaction standards, specific measures described in Appendix C would be employed.

- Excavations conducted as part of mass grading for infrastructure and buildings onsite would be at least 10 feet in elevation above the top of the advanced outwash unit and in the Vashon Fill Layer, which forms a water quality-protective barrier between the ground surface and the Qva Aquifer. Excavation for the new stormwater discharge pipe (under stormwater routing option 2) could be 50 feet deep onsite; such a cut would be backfilled with impermeable material to maintain the integrity of the till aquitard and to protect the Qva Aquifer.
- Wetland fill would be limited to 0.96 acres of isolated wetlands that are perched on the Vashon Till and are dry during the summer. These wetlands have low groundwater recharge potential. Approximately 0.85 acres of wetlands with some recharge potential would be retained as part of DMGBP development.
- Stormwater would be managed per the requirements of the 2005 Ecology Manual (2005). All stormwater runoff from pollution-generating surfaces would be collected and treated to enhanced water quality treatment standards, per the Ecology Manual (2005).
- Approximately 30 percent of the site would be retained as natural (perimeter buffers, wetlands and wetland buffers) or landscaped areas which would contribute to groundwater recharge (this percentage does not include area in stormwater facilities).

- The stormwater conveyance function of on-site ditches would be replaced by relocation of ditch conveyance in pipes (or as open channel); conveyance and discharge points to off-site Wetlands B4 and B13 would be maintained.

Wetlands

- Wetland Impacts would be limited to isolated wetlands approved for fill by the previously issued Sections 404 and 401 issued by the Corps of Ecology and subsequent Corps jurisdictional determinations and/or Ecology-issued Administrative Orders pertinent to the site.
- Except for the Wetland 48 buffer, it is anticipated that native vegetation in wetland buffers would not be altered in order to avoid potential water quality and habitat impacts.
- Construction best management practices (BMPs) would be employed to prevent construction impacts to wetlands and wetland buffers (see Section 3.3, **Water Resources** and **Appendix C** for details on the BMPs).
- Roof run-off or treated stormwater runoff would be used to maintain wetland hydrology, as warranted (i.e. for Wetlands B15 and 48). No new open water habitat that could attract waterfowl would be created. Untreated stormwater runoff from non-roof areas would not be distributed to, stored, or treated in the wetlands.
- A permanent stormwater management system would be installed that would control the amount of runoff, reduce sediment, and prevent erosion and sedimentation impacts to wetlands on and adjacent to the site (see Section 3.3, **Water Resources** and **Appendix C** for further information on this system).
- The conditions of the previously issued Section 404 permit and 401 Water Quality Certification require mitigation for all wetlands that would be filled by the DMCBP project. The Port would construct this wetland mitigation to compensate for the loss of wetland area and wetland functions at the DMCBP site. The mitigation is planned and would be constructed on Port-owned property to the north of the DMCBP site, as well as on Port-owned property near the City of Auburn. The mitigation north of the DMCBP site would consist of the enhancement of approximately 1.4 acres of wetland area and approximately 1.3 acres of wetland and stream buffer adjacent to Des Moines Creek. Construction was completed on mitigation near the City of Auburn in June 2006.

Plants and Animals

- Open space areas, including natural and landscaped areas, would encompass approximately 32 acres, or 35 percent of the site. Natural areas would consist of steep forested slopes, retained wetlands and their buffers.
- Landscaping would be provided along the site boundaries (adjacent to public streets), along internal roadways, and in parking lot areas in accordance with applicable City of Des Moines' landscaping regulations (or as modified through the Final Master Plan).

Landscaping would also be consistent with FAA and Port of Seattle standards to ensure that no wildlife or avian habitat is created on the site.

- Per the City's tree retention regulations, existing healthy evergreen trees six inches in diameter at breast height (DBH) or greater and existing healthy deciduous trees eight inches DBH or greater would be retained within landscape areas; specifics would be determined during the Final Master Plan review process.
- No construction activities or development on the DMCBP site would occur within 200 feet of Des Moines Creek adjacent to the site (most development areas would be more than 200 feet from the creek).
- In accordance with City of Des Moines development standards, an undisturbed buffer of native vegetation would be retained from the top of the Des Moines Creek ravine sidewall west of the site. Appropriate building setbacks would be maintained from the ravine buffer edge to prevent impacts on environmentally sensitive areas. Specific buffers and setbacks related to slopes would be determined during the Final Master Plan process.
- A permanent stormwater management system would be installed that would control stormwater runoff release and prevent erosion and sedimentation onsite and downstream (see Section 3.3, Water Resources and Appendix C for further information on this system).

Noise

- Construction hours would be limited, as required by the Des Moines Municipal Code (DMMC Section 14.04.0900 and DMMC 14.60.150). Operation of heavy construction equipment during grading operations would not take place between 5 PM and 8 AM Monday through Sunday and other construction activities would not take place between 7 PM and 7 AM Monday through Saturday, or between 5 PM and 8 AM Sundays or on legal holidays.
- Stationary construction equipment would be positioned as far from sensitive noise uses as possible, and construction trailers or other quiet stationary objects would be parked in a location that would help block noise, as possible.
- Construction equipment with sound-attenuating devices would be supplied, as possible.
- Equipment would be enclosed within sound-proof enclosures, as possible.
- Portable noise barriers would be used, as possible, to provide additional noise attenuation.
- Equipment would be turned off when not in use rather than left idling, as possible.
- Hydraulic or electric equipment would be used instead of impact equipment, whenever possible.

- Equipment locations (i.e. placement of HVAC systems) would be selected to minimize potential off-site noise impacts.
- Mechanical systems would be designed to minimize the use of noisy equipment, as feasible.
- Neighboring uses on S 208th Street and 24th Avenue S would be shielded from operational noise by appropriate building orientation (location of loading docks behind the buildings).
- Mufflers and quiet packages for chillers and other high-level noise sources would be used, as warranted for manufacturing uses.
- The perimeter buffers, possibly including earthen berms, to be provided along 24th Avenue S, and S 216th Street (and potentially S 208th Street if it remains a public street) and the open space area in the west portion of the site would reduce potential noise impacts on adjacent uses.
- Loading areas would be set back, recessed and/or screened to minimize potential noise impacts to surrounding off-site uses.
- Truck traffic would be directed to use the primary site access at S 216th Street and 20th Avenue S via on-site signage, in order to reduce traffic and associated noise on 24th Avenue S and S 208th Street.

Buildings would be designed to comply with the City of Des Moines Sound and Vibration Control Ordinance (DMMC 14.08.280).

Land Use

- Approximately 35 percent of the site would be in some form of open space area, including natural vegetation and newly landscaped area.
- Average 20-foot wide perimeter buffers containing landscaping, and potentially an earthen berm, would be provided along the eastern and southern boundaries of the site to provide a visual screen to site development per sections 18.41 and 18.25.060 of the DMMC; the specific details of the perimeter landscaped buffer and/or the berm would be determined in the Final Master Plan.
- Truck loading areas would be located in the back of buildings (away from adjacent streets) and would be designed to minimize impacts to surrounding uses by incorporating setbacks, recesses and/or screening (per section 18.25.060 of the DMMC).
- The business park would be designed to conform with the applicable general site and building design guidelines of the BP zone (per sections 18.25.060 and 18.25.070 of the DMMC or as modified in the Final Master Plan). See Section 3.8, **Relationship to Plans and Policies** of this Draft EIS for further discussion of the guidelines.

- All future business park buildings would be required to obtain design review approval in accordance with DMMC 18.58.

Aesthetics/Light and Glare

- Approximately 35 percent of the site would be retained in some form of open space area.
- Average 20-foot wide perimeter buffers containing landscaping, and potentially an earthen berm, along the eastern and southern boundaries of the site would provide visual screening of site development per sections 18.41 and 18.25.060 of the DMMC; the specific details of the perimeter landscaped buffer and/or the berm would be determined in the Final Master Plan.
- Landscaping would be designed to create an aesthetically pleasing park-like setting (per Section 18.25.060 of the DMMC).
- Truck loading areas would be set back, recessed, and/or screened so as not to be visible from neighboring streets or residentially zoned or used properties and to minimize visibility from areas zoned Business Park (per Section 18.25.060 of the DMMC).
- Building design would be compatible with the site and with uses in the area. Building modulation and other design techniques to add architectural interest and minimize building mass would be used. Variety in detail, form, and color would be used to provide visual interest (per Section 18.25.070 of the DMMC).
- Exterior lighting fixtures and standards would be part of the architectural concept and harmonious with building design (per Section 18.25.070 of the DMMC).
- Exterior lighting fixtures would use appropriate shields to reduce light spillage and lighting would be directed away from adjacent areas, including wetlands and Des Moines Creek Park.
- All future business park buildings would be required to obtain design review approval in accordance with DMMC Section 18.58.

Transportation

- A threshold of 840 PM peak hour trips could be established for the DMCBP. In order to exceed this threshold, additional capacity would need to be created in the transportation network. Additional capacity could include the completion of the SR 509/S Access Road project, the 28th/24th Avenue S Improvement project, and/or other traffic capacity improvements. Full buildout of Alternative 2 (1,045 PM peak hour trips) could be accommodated without exceeding LOS mobility standards and without resulting in significant impacts assuming completion of the capacity improvements noted above.

- Signal optimization and corridor progression improvements on International Boulevard/Pacific Highway S between S 188th Street and S 216th Street would be required to improve intersection operations under Alternatives 1 and 2 in years 2015 and 2024. Specific funding responsibilities for these improvements would be determined as part of the Second Development Agreement between the Port and the City of Des Moines.
- Signal optimization at the S 216th Street/24th Avenue S intersection would be required to improve operations under both Alternatives 1 and 2 in 2024, and to respond to the change in travel patterns created by the SR 509/S Access Road and 28th/24th Avenue S improvement projects. Specific funding responsibilities for these improvements would be determined as part of the Second Development Agreement between the Port and the City of Des Moines.
- The Port or future developer(s) would install a traffic signal at the S 216th Street/20th Avenue S intersection by year 2008 in order to improve the LOS of the intersection to an acceptable level, assuming 500,000 square feet of development occurs in the initial 2008 scenario. This signal would be interconnected with the traffic signal recently installed by the City of Des Moines at the S 216th Street /24th Avenue S intersection.
- The City of Des Moines (DMMC Chapter 12.40) and City of SeaTac regulations require that street frontage improvements, or a fee in lieu of, be provided by new developments. It is anticipated that a construction schedule and arrangements concerning DMCBP frontage improvements would be addressed in the Second Development Agreement between the Port and City or in the Final Master Plan. The Port anticipates coordinating with the City of SeaTac on any frontage improvements for portions of the site that abut the City. The frontage improvements would be designed and constructed to ensure adequate right-of-way width to accommodate the planned expansion of 24th Avenue S and S 216th Street improvements by the Cities of Des Moines and SeaTac.
- Construction of appropriate traffic calming measures along 24th Avenue S, south of S 216th Street would occur, to minimize the desirability of this road as an access to and from the DMCBP site (see Table 20 in Appendix D for some of the potential traffic calming measures that could be constructed). Specific funding responsibilities for these improvements would be determined as part of the Second Development Agreement between the Port and the City of Des Moines.
- During site construction and operations, trucks would be signed to use S 216th Street and access the site at the main entrance at 20th Avenue S to reduce potential impacts to residents along S 208th Street and 24th Avenue S. By year 2024 with the proposed SR 509/S Access Road and 28th/24th Avenue S improvement projects, trucks would be also directed to use 24th Avenue S for access to and from SR 509.
- The DMCBP development would support transportation demand management (TDM) measures, such as bus pass subsidies, preferential parking for car and van pools, flextime, bicycle parking, and ride match services.
- The DMCBP development would abide by the adopted City of Des Moines Transportation Impact Fee Service Area program. To the extent that the Port and/or future developer(s) contribute to certain improvements on a greater than pro-rata basis,

credits against impacts fees could be granted. Specifics related to funding responsibilities would be determined in conjunction with the City of Des Moines as part of the Second Development Agreement process.

Public Services

- Construction worker safety measures would be implemented during construction in accordance with Occupational Safety and Health Administration (OSHA) standards.
- All new buildings would be constructed in compliance with the applicable International Building Code and International Fire Code regulations, as adopted by the City of Des Moines.
- On-site security would be provided during construction. On-site security measures, such as fencing and securing areas where equipment is stored, would be implemented to reduce the potential for construction-related incidents.
- Traffic control measures would be provided for both construction vehicles as well as for truck trips as part of operation of the DMCBP (see Section 3.10 **Transportation** for details). Other transportation improvements would be implemented to preclude significant impacts on the transportation network as a result of the DMCBP.

Utilities

- The Port or future developer(s) would coordinate with the City of Des Moines and Highline Water District regarding all water utility installation on the site to insure consistency with overall water systems.
- Fire hydrants would be placed on the DMCBP site in a grid pattern, spaced in accordance with the City of Des Moines Fire Code.
- The Port or future developer(s) would coordinate with the City of Des Moines and Midway Sewer District regarding all sanitary sewer utility installation on the DMCBP site to insure consistency with overall sewer system.
- The Port or future developer(s) would coordinate with PSE regarding amending the existing service agreement between the Port and PSE and installation of electrical facilities on the DMCBP site.
- All new buildings on the DMCBP site would meet or exceed applicable City of Des Moines and State of Washington energy code provisions for energy utilization.
- The Port or future developer(s) would coordinate with PSE during design and permitting to insure that new natural gas lines on the site would be adequately sized to maintain sufficient pressure for new natural gas customers on site and existing customers in the area.

Exhibit D

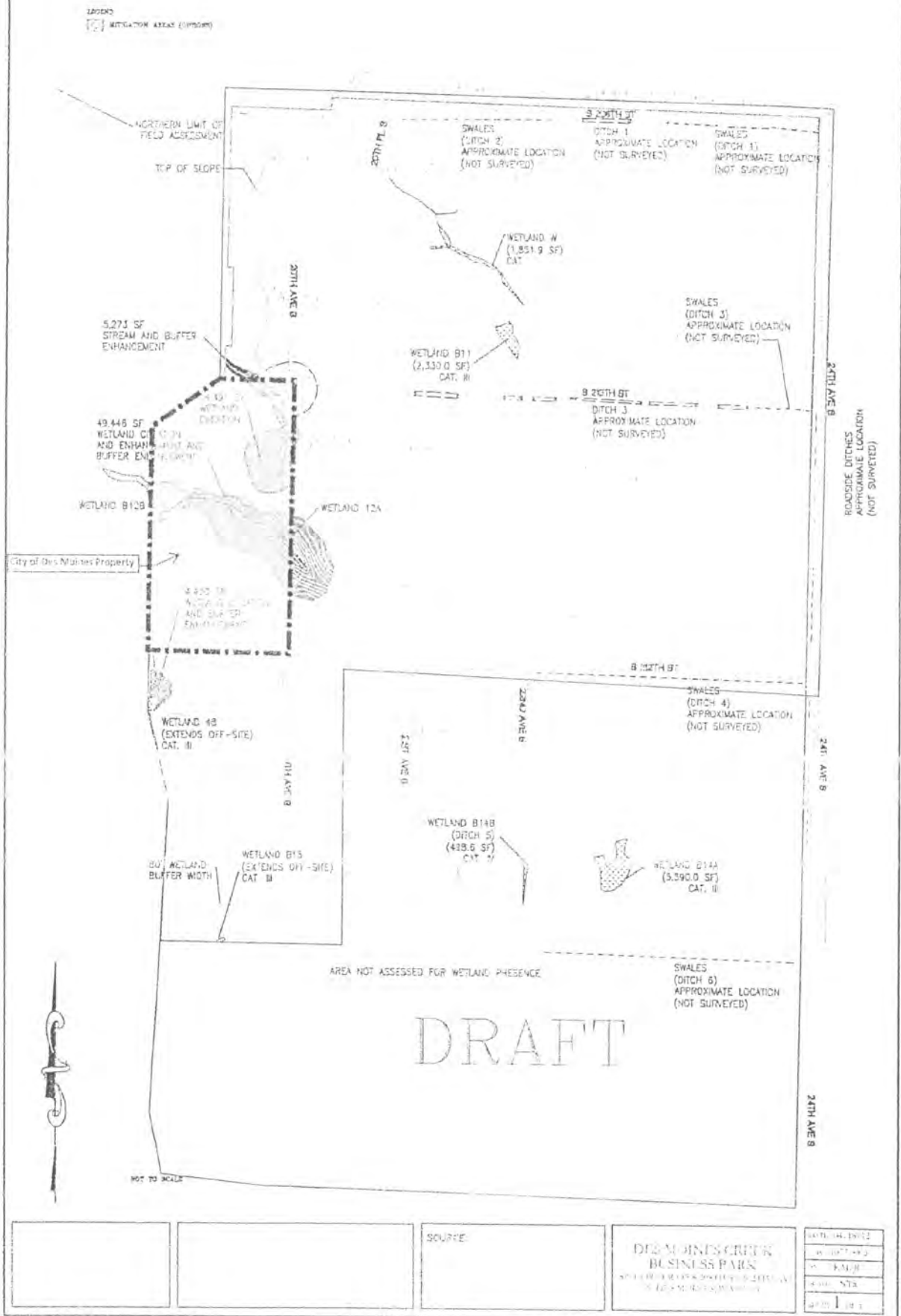
List of known project and system improvements with threshold trigger points
(Refer to Section 11.4)

Development Traffic Trip Thresholds – based on 2006 EIS (arranged to assume the north end develops first)

Improvement	Threshold	Notes
1 – Access roadway to 24 th Ave S (S. 211 th St – vicinity)	40 PM peak hour trips	Phase 1 will trigger this
2 – SR 99 Signal coordination	390 PM peak hour trips	Initially completed fall 2010.
3 – Completion of internal Loop road (connection to S. 216 th St.)	390 PM peak hour trips	Refer to Section 11.1.3.
4 – New Traffic Signal at S. 216 th /20 th Ave S	390 PM peak hour trips	Signal completed with South 216 th Segment 2 project.
5 – Traffic Signal improvements at 216 th /SR-99	Level of Service of 216 th /S -99 exceeds standard of F (v/c >1.0)	Based on supplemental site specific Traffic Impact Analysis (TIA).
6 – 24 th /28 th Ave South Extension to S. 200 th St.	*840 PM peak hour trips from DMCBP	Roadway project currently in design phase at City of SeaTac
7 – New Traffic Signal at S. 208 th /24 th Ave S	Level of Service of 208 th /24 th exceeds standard of D	Based on supplemental site specific Traffic Impact Analysis (TIA)
8 – Traffic Signal improvements at 208 th /SR-99	Level of Service of 208 th /S -99 exceeds standard of E (Sea-Tac)	Site specific TIA (may not be needed if 24 th /28 th extended)

*A site specific Traffic Impact Analysis may allow this number to be higher based on previous improvements made and background traffic growth.

DES MOINES GREEN BUSINESS PARK - SITE PLAN



**CITY MANAGER'S EXECUTIVE ORDER NO. 13-003
CITY OF DES MOINES**

AN EXECUTIVE ORDER OF THE CITY MANAGER OF THE CITY OF DES MOINES establishing the *City-Wide Development Incentive Program* to further the goals and objectives established by the Pacific Ridge Neighborhood Improvement Plan, the Marina District Neighborhood and North Central Neighborhood elements of the Comprehensive Plan, the City Council's economic development goals and strategic objectives, and to provide additional incentives to encourage development throughout the City, effective **December 26, 2013**.

RECITALS

WHEREAS, DMMC 12.04.100 provides that the fee for right-of-way permits issued by the City under the authority of Chapter 12.04 DMMC shall be established by the City Manager;

WHEREAS, DMMC 14.04.160 provides that the fee for any permit issued by the City under the authority of Title 14 DMMC shall be established by the City Manager, and

WHEREAS, DMMC 16.04.260 provides that the fee for a State Environmental Policy Act (SEPA) determination issued by the City under the authority of Title 16 DMMC shall be established by the City Manager, and

WHEREAS, DMMC 17.40.010 provides that the fee for any approval issued by the City under the authority of Title 17 DMMC shall be established by the City Manager, and

WHEREAS, DMMC 18.58.050 provides that "the City Manager may adopt by executive order procedural rules for the efficient implementation of this chapter" [Chapter 18.58 DMMC – Design Review], and

WHEREAS, DMMC 18.64.050 provides that "fees for the following land use applications are established by the City Manager

- (a) Change of zone;
- (b) Unclassified use permit;
- (c) Planned unit development;
- (d) Variance;
- (e) Conditional use permit;
- (f) Comprehensive plan amendment

WHEREAS, the Des Moines City Council established "Improved economic vitality and development" as a strategic goal and "facilitate development of the Des Moines Creek Business Park" and changes to Marina District development regulations and improvements to the Downtown water system as strategic objectives to advance this strategic goal; and

WHEREAS, the City Manager by Executive Order No. 07-005, established the Pacific Ridge Redevelopment Incentive Program to further the goals and objectives established by the Pacific Ridge Neighborhood Improvement Plan effective January 1, 2008; and

WHEREAS, DMMC 18.31.010 provides that the purpose of the Pacific Ridge Zone is "to provide development regulations that will promote redevelopment of Pacific Ridge properties in order to create attractive, safe, and desirable areas to work and reside," and

WHEREAS, Policy 11-03-02 of the Pacific Ridge Element of the Des Moines Comprehensive Plan provides that the City should "encourage increased building heights in this neighborhood to enhance land value, promote redevelopment, expand view opportunities, and to accommodate household growth targets specified by the Countywide Planning Policies for King County," and

WHEREAS, Policy 11-03-06 of the Pacific Ridge Element of the Des Moines Comprehensive Plan provides that the City should "ensure that development requirements, land use review procedures, and mitigation measures do not unnecessarily hinder redevelopment. Utilize innovative land use review techniques/procedures to minimize timeframes and uncertainty during permit review. Examples of such techniques/procedures include: streamlined environmental review; optional DNS; impact fees, etc." within the Pacific Ridge, and

WHEREAS, Policy 11-03-07 of the Pacific Ridge Element of the Des Moines Comprehensive Plan provides that the City should "promote redevelopment of Pacific Ridge properties to attract new or expanded businesses and commercial development to Pacific Ridge," and

WHEREAS, DMMC 18.25.010 provides that the purpose of the Business Park Zone is, "provide areas of the city for development of compatible business, professional office, light industrial, research and development, service uses, wholesale trade, and limited retail uses," and

WHEREAS, DMMC 18.27.010 provides that the purpose of the Downtown Commercial Zone is, "to enhance, promote, and encourage development within the marina district," and

WHEREAS, Policy 2-03-08 of the Land Use Element of the Des Moines Comprehensive Plan provides that the City should, "promote new development and

redevelopment within the Marina District to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements.” and

WHEREAS, Policy 10-02-04 of the Marina District Element of the Des Moines Comprehensive Plan provides that the City should, “promote new development and redevelopment within the commercial district to reflect and enhance its ties to the waterfront, pedestrian orientation, and role in serving local shopping and service requirements,” and

WHEREAS, given the size of the large scale projects envisioned in the Pacific Ridge and Des Moines Creek Business Park and potential for such projects in the Marina District, the City will achieve an economy of scale allowing the City to recover the cost of land use and building permitting at a lower rate than needed for smaller scale projects, and

WHEREAS, encouraging development throughout the City is in the best interest of the public health, safety or welfare of the City’s citizens, **NOW THEREFORE.**

It is hereby **ORDERED** as follows:

1. The City-Wide Development Incentive Program is established.
2. The Incentive Program shall reduce fees for environmental review, subdivision, planned unit development, short subdivision and lot line adjustment, engineering plan review, building plan check and building permit, mechanical, electrical and plumbing permit, and right of way permits as follows:
 - a. By 20%, provided that the individual permit applications contain a minimum of 50,000 square feet of commercial or residential development or a combination thereof, excluding the area necessary for any required parking.
 - b. By 10%, provided that the individual permit applications contain a minimum of 25,000 square feet of commercial or residential development or a combination thereof, excluding the area necessary for any required parking.
3. The Incentive Program shall not apply to any fee established by ordinance or by another agency including transportation impact fees, park in-lieu fees, South King Fire & Rescue review fees, surface water management hookup fees, or business licenses and taxes. The Incentive Program shall also not include the cost for any third-party review.
4. The Incentive Program shall apply to the first group of tenant improvements provided that the building was constructed as a “shell building.” All future tenant improvements regardless of size shall comply with the City wide fee schedules.
5. The Incentive Program is only available to the first 3,125,000 square feet of occupiable commercial development (excluding the area necessary for any required parking) and 5,541 residential units if the project is in Pacific Ridge. Once the allotments are

City-Wide Development Incentive Program
December 26, 2013

exhausted this Incentive Program will cease for Pacific Ridge projects unless additional allotments are added by executive order of the City Manager.

6. The Incentive Program for the Marina District Neighborhood and the North Central Neighborhood will cease five years from the date of this Executive Order unless an extension is granted by executive order of the City Manager.
7. Fees for development activity that qualify for the Incentive Program will be assessed in accordance with the City Development Services Fee Schedule (Exhibit A), the Building Permits Fee Schedule (Exhibit B), Right-of-Way Permit Fee Schedule (Exhibit C).
8. Issuance of the Executive Order amends and supersedes Executive Order Number 10-001 regarding the City-Wide Development Incentive Program

DATED this 26th day of December, 2013.

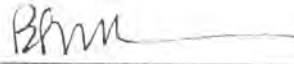

Anthony A. Piniello
City Manager
City of Des Moines

APPROVED AS TO FORM:



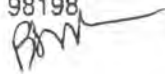
City Attorney

ATTEST:



City Clerk

I, **Bonnie Wilkins**, City Clerk, do hereby
certify that the foregoing is a true and
correct copy of the original instrument
on file and of record in my office in
Des Moines, Washington 98198.



**FIRST ADDENDUM TO THE AMENDED & RESTATED SECOND
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF DES MOINES AND THE PORT OF SEATTLE**

WHEREAS this First Addendum to the Amended & Restated Second Development Agreement (hereinafter "First Addendum") is entered into between the City of Des Moines (hereafter "City") and the Port of Seattle (hereafter "Port") in connection with the real property described herein (hereinafter referred to as the "Property"), and development of the Property by its assigns for the purposes and on the terms and conditions set forth herein; and

WHEREAS the City and the Port entered into the Amended & Restated Second Development Agreement By & Between the City of Des Moines and Port of Seattle (hereinafter the "Second Development Agreement") in connection with the Development of the Des Moines Creek Business Park (hereinafter the "DMCBP") property on June 10, 2014; and

WHEREAS the following sections of the Second Development Agreement are superseded by this First Addendum for purposes of this Agreement:

(1) SECTION 12. DRAINAGE REQUIREMENTS AND INFRASTRUCTURE. Subsections 12.1, General, and 12.2, Detention Tracts, amended.

(2) SECTION 13. ENVIRONMENTALLY CRITICAL AREAS. Subsection 13.5, Tracts, amended.

WHEREAS, the City Council adopted Resolution 1252 on February 20, 2014, which proposed to expedite the review and approval of plans to develop the DMCBP; and

WHEREAS, the Port's lease negotiations with its developer have identified the need for some clarification and changes to the Second Development Agreement regarding the transfer of stormwater detention tracts and the management of identified environmentally critical areas; and

WHEREAS, the City and the Port now enter into this First Addendum to clarify the terms and conditions for the transfer of stormwater detention tracts when completed and management of environmentally critical areas;

NOW, THEREFORE, the City and the Port agree to amend Section 12, Drainage Requirements and Infrastructure, and Section 13, Environmentally Critical Areas, as follows:

I. SECTION 12. DRAINAGE REQUIREMENTS AND INFRASTRUCTURE

The following sections are amended to read as follows:

12.1 General. The Port shall provide stormwater facilities to address surface water runoff created as the result of development of the Property. All stormwater facilities shall be located in separate public tracts. The stormwater facilities will be built by the Port, and, upon completion, deeded to the City for long-term ownership and maintenance.

12.2 Detention Tracts. Pursuant to DMMC 17.35.130, the two proposed detention facilities are to be located within separate tracts (Tracts A and B) as part of the DMCBP Short Plat. Tracts A and B are to be deeded to the City upon completion of the facility on each respective Tract, whereupon the City shall assume all maintenance and ownership responsibilities. A private access easement to the detention tracts shall also be provided to allow access to the facilities for water quality testing that may be required in order to meet any issued industrial NPDES permits. Prior to City acceptance of the detention facilities, the Port will provide the City with an operations and maintenance manual for the care of the facilities, including any special instructions for maintaining any protective netting or plantings required to satisfy FAA regulations.

II. SECTION 13. ENVIRONMENTALLY CRITICAL AREAS

The following section is amended to read as follows:

13.5 Tracts. The Port agrees to place the wetlands and corresponding buffers, streams buffers, and ravine sidewalls and corresponding buffer into separate tract (Tracts X, Y, and Z) as part of the DMCBP Short Plat (the "Environmentally Critical Area Tracts"). The City and the Port agree that the Port will retain ownership of Environmentally Critical Area Tracts X, Y and Z in accordance with DMMC 17.35.190 (2) as amended by Ordinance No. 1606, and that the Port shall retain all maintenance and other ownership responsibilities of such tracts through their ground leases with the Developer which require that the tracts be managed in accordance with all applicable federal, state and City environmental and critical area regulations.

III. Entire Understanding, Modification, and Authority

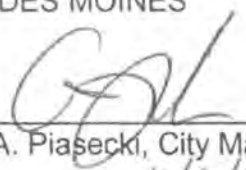
A. Modification. This First Addendum may be amended or modified only by mutual agreement of the parties expressed in writing.

B. Jurisdictional Authority. This First Addendum is specific to the Project and is not intended to transfer any degree of jurisdictional authority held by one party to the other party, nor is it to be misconstrued as recognition of jurisdictional authority which either party may duly claim.

VI. Effective Date

This First Addendum must be approved by the City Council of the City of Des Moines and the Port Commission of the Port of Seattle and shall become effective on the date of final signature below.

CITY OF DES MOINES

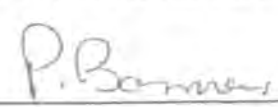


Anthony A. Piasecki, City Manager

Date: 10/30/14

By the direction of the Des Moines City Council
taken at an open public meeting on
September 25, 2014.

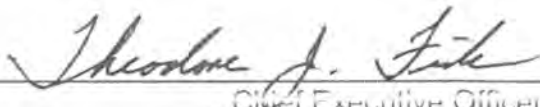
APPROVED AS TO FORM



Pat Bosmans, City Attorney
City of Des Moines

Date: 10/30/2014

PORT OF SEATTLE



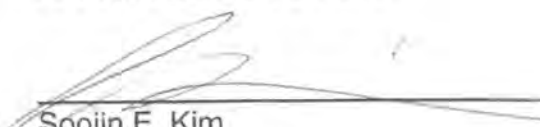
Theodore J. Fink, Chief Executive Officer

Date: 11/6/14

At the direction of the Port Commission of the
Port of Seattle taken at an open public meeting on

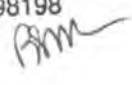
10/28/14

APPROVED AS TO FORM



Soojin E. Kim
Senior Port Counsel
Port of Seattle

Date: 11/5/2014

I, Bonnie Wilkins, City Clerk, do hereby
certify that the foregoing is a true and
correct copy of the original instrument
on file and of record in my office in
Des Moines, Washington 98198


THIS PAGE LEFT INTENTIONALLY BLANK

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2016-2017 On-Call Consultant
Agreements for Civil Engineering
Services

AGENDA OF: January 21, 2014

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

1. Consultant Agreements – Electronically
2. Request for Statements of Qualifications
3. Ranking by Civil Engineering Discipline
4. Standard Local Agency Agreement

DATE SUBMITTED: January 14, 2014

CLEARANCES:

[X] Legal VG
 [X] Finance AM
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works DB
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: mm/ACH

Purpose and Recommendation:

The purpose of this Agenda Item is to seek City Council authorization of Consultant Agreements for On-Call Civil Engineering Services through December 31, 2017. The selected Consultants will provide engineering support on the City's approved Capital Improvement Program projects, will work on the Professional Services portions of the City's approved operating budgets as needed, will provide assistance on the review of development applications when necessary, and will be available to assist the City during emergency situations. This process has been used successfully by the City since 2008 and has been discussed with the Public Safety and Transportation Committee.

Suggested Motion

Motion: "I move to approve the Consultant Agreements for On-Call Civil Engineering Services (2016-2017) with AMEC, BergerABAM, Exeltech, HWAGeoSciences Inc., KPFF, KPG, Parametrix, Tetra Tech each up to \$1,000,000.00, and authorize the City Manager to sign the Agreements substantially in the form as submitted."

Background:

Engineering consultants are needed in order to supplement and expand the capability of City staff on the design and construction of Capital Improvement Projects, to provide occasional assistance with development related reviews, and for other technical engineering work.

Among other things, RCW 39.80 requires that agencies advertise, conduct interviews if necessary, and ultimately select the most qualified consultant(s) to provide professional services. This selection process may not be based on the cost for those services.

In October of 2015, staff placed an advertisement for a Request for Qualifications (RFQ) from civil engineering firms interested in providing on-call engineering services to the City through the year 2017. A copy of the RFQ is provided as Attachment 2 for reference. Statements of Qualifications (SOQ) were received from 17 firms. Throughout November and December, a staff selection committee reviewed each of the SOQ's and ranked them based on their response to the criteria identified in the RFQ. The firms were also ranked on their ability to provide quality services in a wide variety of specific civil engineering disciplines. A summary showing the top three to four firms by civil engineering discipline is provided as Attachment 3 for reference. Of the 17 firms that submitted SOQ's, the committee selected eight of those firms to begin developing a scope of work and associated agreements in November and December.

Eight firms are needed in order to provide adequate redundancy of service in each specific discipline of civil engineering. This redundancy is necessary for several reasons. First, if staff is unable to successfully negotiate a specific Task Order Assignment with one consultant, staff can easily move to another consultant that is equally qualified to perform the task. Also, if a consultant is too busy to conduct a Task Order Assignment in a timely manner, staff needs to have at least one other consultant available to perform the work. Finally, if staff receives work from a consultant on a development project where the assistance of a third party consultant review is needed, and the developer's consultant is on our on-call roster, there would be a conflict of interest. Staff needs to have another consultant available to conduct the review in this case.

The selected consultant firms are the AMEC, BergerABAM, Exeltech, HWAGeoSciences, Inc., KPFF, KPG, Parametrix, and Tetra Tech. Consultant Agreements have been developed and negotiated. Since these consultants will likely be utilized on projects that are Federally-funded, the form of the Agreement is based on the Standard Local Agency Agreement as required under the Local Agency Guidelines (LAG) Manual of WSDOT Highways and Local Programs. A copy of a standard LAG Agreement is provided as Attachment 4. Due to their size, copies of the actual agreements have been uploaded to the City website electronically (refer to Attachment 1).

Discussion:

The City has historically used consultants for providing professional services including design and construction management services, inspection services, and for preparing technical analyses on complex engineering related issues. Having consultants on-call streamlines the work effort required by City staff, and expedites the design and construction of projects.

Prior to 2008, staff selected consultants on a project by project basis. This process is very time consuming and in most cases, inefficient. In other words, for each and every project, an advertisement is placed, all submitted proposals are reviewed, interviews are conducted if necessary, and a consultant is selected for a specific project. In addition, staff typically advertised for professional services only

after the Capital Improvement Program project budgets had been approved for a specific year. Going through an RFP for an individual project can add 2 to 3 months to the schedule. This can be problematic if construction windows are limited due to the time of year, weather, and environmental fishery related windows. Having consultants on-call over a multi-year timeframe is really ideal to support programs that are funded from a multi-year budget cycle process as well.

In late 2007, the Council authorized On-call Consultant Agreements for the years 2008 and 2009. This process was used again very successfully between 2010 and 2011, for years 2012 and 2013, and for years 2014 and 2015. Having those Agreements in place greatly increased the productivity and efficiency of the staff. That increased productivity will certainly continue in 2016 and 2017 with the continuation of this on-call process.

With these agreements in place, all of the consultant selection process has been completed. As needed, staff will prepare a Task Order Assignment that identifies a specific work task or project to be performed. The selected consultant will meet with staff to develop a specific scope of work, schedule, and budget for the Task Order Assignment. Once finalized, the Task Order Assignment will be approved by the City Manager or the City Council, depending on the specific budget and City Manager contract authority for that Task Order Assignment.

Approving these Agreements does not obligate the City to assign any specific number of tasks, volume of work, or a specific contract value to any of these consultants. At any time during a funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City has reserved the right to add and or delete Task Assignments to meet other priorities.

The maximum potential value for these Agreements is set at \$1,000,000 for consultants that can provide a wide variety of civil engineering services.

Alternatives:

The Council could choose to have specific agreements prepared for each project at the time a project is started. Under this scenario, a specific agreement would have to be prepared, advertised, reviewed, and approved for each and every project, along with the scope of work, the schedule, and the budget. Also, under this scenario, the City would not have consultants available to provide assistance during emergency situations.

Financial Impact:

Approving these agreements will streamline the consultant selection process for the City, saving staff time and resources, including advertising costs.

Approving these Consultant Agreements will create no negative financial impact to the City.

Approving these Agreements does not require the payment of any funds to any of the identified consultants. Consultants will only be paid for services provided on individual and specific Task Order Assignments developed under these Agreements. Each Task Order Assignment will have its own specific scope, schedule, and budget. All Task Order Assignments will be for work within established and approved City programs and budgets, or to assist the City in response to emergency situations requiring the assistance of engineering consultants.

The City Manager will approve Task Order Assignments that are within the City Manager's authorized limit. Task Order Assignments above that limit will be brought before the City Council for authorization.

Recommendation/Conclusion:

Staff recommends approval of the Consultant Agreements with the selected firms for on-call engineering services through December 31, 2017.

Concurrence:

The Planning, Building and Public Works, Finance, and Legal Departments concur.

Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Does this Require DES filing? ☐ Yes ☐ No

Firm/Organization Legal Name (do not use dba's): Amec Foster Wheeler Environment & Infrastructure, Inc.			
Address 11810 North Creek Parkway N		Federal Aid Number	
UBI Number 601-550-507		Federal TIN or SSN Number 91-1641772	
Execution Date		Completion Date 12/31/2017	
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☒ No	
Project Title 2016-2017 On-Call Civil Engineering Services			
Description of Work On-Call Civil Engineering Services			
☐ Yes	%	☒ No DBE Participation	Total Amount Authorized: 1,000,000 Management Reserve Fund: Maximum Amount Payable: 1,000,000
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ 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
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the Amec Foster Wheeler Environment & Infrastructure, Inc. 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:

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: Brandon Carver
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: BCarver@desmoineswa.gov
Phone: 206-870-6522
Facsimile: 206-870-6596

If to CONSULTANT:

Name: Todd Wentworth
Agency: Amec Foster Wheeler Environment & Infrs
Address: 11810 North Creek Parkway N
City: Bothell State: WA Zip: 98011
Email: Todd.Wentworth@amecfw.com
Phone: 425-368-1000
Facsimile: 425-368-1001

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. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name: Brandon Carver
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: BCarver@desmoineswa.gov
Phone: 206-870-6522
Facsimile: 206-870-6596

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

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

Agreement Number:

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.

Agreement Number:

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.

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

12 Jan 16

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:

Exhibit A Scope of Work

Project No.

see attached

Agreement Number:

Exhibit "A-1"
Scope of Work
2016-2017 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Kpg, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2016 through December 31st, 2017. KPG, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2017, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2018. No new work shall be authorized after December 31st, 2017 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Section V of the agreement, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D for the life of this Agreement. Overhead calculations are included in Appendix D, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

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: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:

(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit B
DBE Participation

none required

Agreement Number:

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

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

see attached

Agreement Number:

Project: City of Des Moines On-Call

<u>Classification</u>	<u>Man Hours</u>	<u>Rate</u>	=	=	<u>Cost</u>
Principal	X	\$61.20-\$75.27		\$	
Senior Associate	X	\$43.56-\$62.24			
Senior Project Engineer/Geologist	X	\$34.33-\$43.56			
Senior Staff/Project Geologist	X	\$22.67-\$34.32			
Staff Scientist/Biologist/Engineer	X	\$17.97-\$24.22			
Landscape Designer	X	\$34.31-\$40.50			
Environmental Technician	X	\$13.51-\$20.50			
Drafter	X	\$23.01-\$40.00			
Word Processing/Clerical	X	\$16.22-\$26.51			
Total DSC			=	\$	

OH Rate x DSC of 160.00 % x \$

FF Rate x DSC of 30 % x \$

Itemized	
Itemized	
Itemized	
Itemized	
Itemized	

Grand Total

Prepared By: Amy Hansen

Date: 01/07/2016

Amec Foster Wheeler Environment Infrastructure, Inc. Minimum and Maximum Tables
WSDOT Audited Rates 2014

Class Code	Class Code Description	Current Rates		Overhead		Fee		Billing Rate	
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
		Base Direct Labor		160.00%		30.00%		Billing Rate= Direct Labor + OH+ Fee	
		Rate	Rate	OH	OH	Fee	Fee	Rate	Rate
PROFESSIONAL LEVELS									
601	Professional Level 1	\$11.00	\$11.72	\$17.60	\$18.75	\$3.30	\$3.52	\$31.90	\$33.99
602	Professional Level 2	\$11.73	\$13.28	\$18.77	\$21.25	\$3.52	\$3.98	\$34.02	\$38.51
603	Professional Level 3	\$13.29	\$14.84	\$21.26	\$23.74	\$3.99	\$4.45	\$38.54	\$43.04
604	Professional Level 4	\$14.85	\$16.41	\$23.76	\$26.26	\$4.46	\$4.92	\$43.07	\$47.59
605	Professional Level 5	\$16.42	\$17.97	\$26.27	\$28.75	\$4.93	\$5.39	\$47.62	\$52.11
606	Professional Level 6	\$17.98	\$19.53	\$28.77	\$31.25	\$5.39	\$5.86	\$52.14	\$56.64
607	Professional Level 7	\$19.54	\$21.09	\$31.26	\$33.74	\$5.86	\$6.33	\$56.67	\$61.16
608	Professional Level 8	\$21.10	\$22.66	\$33.76	\$36.26	\$6.33	\$6.80	\$61.19	\$65.71
609	Professional Level 9	\$22.67	\$24.22	\$36.27	\$38.75	\$6.80	\$7.27	\$65.74	\$70.24
610	Professional Level 10	\$24.23	\$25.78	\$38.77	\$41.25	\$7.27	\$7.73	\$70.27	\$74.76
611	Professional Level 11	\$25.79	\$28.28	\$41.26	\$45.25	\$7.74	\$8.48	\$74.79	\$82.01
612	Professional Level 12	\$28.29	\$31.25	\$45.26	\$50.00	\$8.49	\$9.38	\$82.04	\$90.63
613	Professional Level 13	\$31.26	\$34.32	\$50.02	\$54.91	\$9.38	\$10.30	\$90.65	\$99.53
614	Professional Level 14	\$34.33	\$37.30	\$54.93	\$59.68	\$10.30	\$11.19	\$99.56	\$108.17
615	Professional Level 15	\$37.31	\$40.50	\$59.70	\$64.80	\$11.19	\$12.15	\$108.20	\$117.45
616	Professional Level 16	\$40.51	\$43.55	\$64.82	\$69.68	\$12.15	\$13.07	\$117.48	\$126.30
617	Professional Level 17	\$43.56	\$47.19	\$69.70	\$75.50	\$13.07	\$14.16	\$126.32	\$136.85
618	Professional Level 18	\$47.20	\$50.70	\$75.52	\$81.12	\$14.16	\$15.21	\$136.88	\$147.03
619	Professional Level 19	\$50.71	\$54.21	\$81.14	\$86.74	\$15.21	\$16.26	\$147.06	\$157.21
620	Professional Level 20	\$54.22	\$57.72	\$86.75	\$92.35	\$16.27	\$17.32	\$157.24	\$167.39
621	Professional Level 21	\$57.73	\$61.23	\$92.37	\$97.97	\$17.32	\$18.37	\$167.42	\$177.57
622	Professional Level 22	\$61.24	\$64.74	\$97.98	\$103.58	\$18.37	\$19.42	\$177.60	\$187.75
623	Professional Level 23	\$64.75	\$68.25	\$103.60	\$109.20	\$19.43	\$20.48	\$187.78	\$197.93
624	Professional Level 24	\$68.26	\$71.76	\$109.22	\$114.82	\$20.48	\$21.53	\$197.95	\$208.10
625	Professional Level 25	\$71.77	\$75.27	\$114.83	\$120.43	\$21.53	\$22.58	\$208.13	\$218.28
626	Professional Level 26	\$75.28	\$145.00	\$120.45	\$232.00	\$22.58	\$43.50	\$218.31	\$420.50
TECHNICAL LEVELS									
501	Technician Level 1	\$8.00	\$8.00	\$12.80	\$12.80	\$2.40	\$2.40	\$23.20	\$23.20
502	Technician Level 2	\$8.01	\$8.90	\$12.82	\$14.24	\$2.40	\$2.67	\$23.23	\$25.81
503	Technician Level 3	\$8.91	\$9.80	\$14.26	\$15.68	\$2.67	\$2.94	\$25.84	\$28.42
504	Technician Level 4	\$9.81	\$10.70	\$15.70	\$17.12	\$2.94	\$3.21	\$28.45	\$31.03
505	Technician Level 5	\$10.71	\$11.60	\$17.14	\$18.56	\$3.21	\$3.48	\$31.06	\$33.64
506	Technician Level 6	\$11.61	\$12.50	\$18.58	\$20.00	\$3.48	\$3.75	\$33.67	\$36.25
507	Technician Level 7	\$12.51	\$13.50	\$20.02	\$21.60	\$3.75	\$4.05	\$36.28	\$39.15
508	Technician Level 8	\$13.51	\$14.50	\$21.62	\$23.20	\$4.05	\$4.35	\$39.18	\$42.05
509	Technician Level 9	\$14.51	\$15.50	\$23.22	\$24.80	\$4.35	\$4.65	\$42.08	\$44.95
510	Technician Level 10	\$15.51	\$17.00	\$24.82	\$27.20	\$4.65	\$5.10	\$44.98	\$49.30
511	Technician Level 11	\$17.01	\$18.50	\$27.22	\$29.60	\$5.10	\$5.55	\$49.33	\$53.65
512	Technician Level 12	\$18.51	\$20.50	\$29.62	\$32.80	\$5.55	\$6.15	\$53.68	\$59.45
513	Technician Level 13	\$20.51	\$23.00	\$32.82	\$36.80	\$6.15	\$6.90	\$59.48	\$66.70
514	Technician Level 14	\$23.01	\$25.50	\$36.82	\$40.80	\$6.90	\$7.65	\$66.73	\$73.95
515	Technician Level 15	\$25.51	\$28.00	\$40.82	\$44.80	\$7.65	\$8.40	\$73.98	\$81.20
516	Technician Level 16	\$28.01	\$30.50	\$44.82	\$48.80	\$8.40	\$9.15	\$81.23	\$88.45
517	Technician Level 17	\$30.51	\$33.00	\$48.82	\$52.80	\$9.15	\$9.90	\$88.48	\$95.70
518	Technician Level 18	\$33.01	\$40.00	\$52.82	\$64.00	\$9.90	\$12.00	\$95.73	\$116.00
ADMINISTRATIVE LEVELS									
801	Administrative Level 1	\$8.36	\$9.17	\$10.18	\$14.67	\$1.91	\$2.75	\$18.44	\$26.59
802	Administrative Level 2	\$9.18	\$10.93	\$14.69	\$17.49	\$2.75	\$3.28	\$26.62	\$31.70
803	Administrative Level 3	\$10.94	\$12.69	\$17.50	\$20.30	\$3.28	\$3.81	\$31.73	\$36.80
804	Administrative Level 4	\$12.70	\$14.45	\$20.32	\$23.12	\$3.81	\$4.34	\$36.83	\$41.91
805	Administrative Level 5	\$14.46	\$16.21	\$23.14	\$25.94	\$4.34	\$4.86	\$41.93	\$47.01
806	Administrative Level 6	\$16.22	\$17.97	\$25.95	\$28.75	\$4.87	\$5.39	\$47.04	\$52.11
807	Administrative Level 7	\$17.98	\$20.48	\$28.77	\$32.77	\$5.39	\$6.14	\$52.14	\$59.39
808	Administrative Level 8	\$20.49	\$23.49	\$32.78	\$37.58	\$6.15	\$7.05	\$59.42	\$68.12
809	Administrative Level 9	\$23.50	\$26.50	\$37.60	\$42.40	\$7.05	\$7.95	\$68.15	\$76.85
810	Administrative Level 10	\$26.51	\$50.00	\$42.42	\$80.00	\$7.95	\$15.00	\$76.88	\$145.00
Labor rates below the Washington State Minimum Wage apply to employees in other states									
Table may have minor rounding errors.									
All direct reimbursables will be billed at cost with no mark-ups.									
All travel will be billed per the WSDOT Accounting Manual M 13-82, Chapter 10, Travel.									
These rates may be used for the life of the contract, assuming 5% escalation each year.									
Direct Reimbursable Costs									
Reprographics	At Cost			Telephone		At Cost			
Couriers / Deliveries	At Costs			Truck Rentals		At Cost			
Copies	\$0.12 / copy			Field equipment		At Cost			
Fax	\$1.00 / page			Mileage, per Travel Directive		\$.565 / mile			



**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 7, 2015

Amec Foster Wheeler Environment & Infrastructure, Inc.
1105 Lakewood Parkway, Suite 300
Alpharetta, GA 30009

Subject: Acceptance FYE 2014 ICR – Cognizant Review

Dear Eddie Goyne:

We have accepted your firms FYE 2014 Indirect Cost Rate (ICR) of 160.00% based on the "Cognizant Review" from the Georgia Department of Transportation. 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.

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;


FOR ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kal

Russell R. McMurtry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

June 23, 2015

Thomas J. Logan, P.E., President
Amec Foster Wheeler Environment and Infrastructure, Inc.
1105 Lakewood Parkway, Suite 300
Atlanta, Georgia 30009

Dear Mr. Thomas J. Logan:

We have performed a cognizant review of the audit, and supporting workpapers, of the Indirect Cost Rates of Amec Foster Wheeler Environment and Infrastructure, Inc. for the year ended **December 31, 2014** in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm of Sellers Richardson Holman & West, LLP. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rates were established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineer's Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits and General Overhead, and the related Auditor's Report, did not conform in all material respects to the aforementioned regulations and auditing standards.

We recommend acceptance of the following rates:

Home office/Corporate: **160.00%**
Field/Project Office: **140.38%**

For all years that work is performed under cost-plus fee contracts with the Georgia Department of Transportation, you are required to submit an indirect cost (overhead) audit report prepared in accordance with the Federal Acquisition Regulations, Subpart 31.2, prepared by an independent Certified Public Accounting (CPA) firm or cognizant agency.

If you have questions or concerns, please don't hesitate to contact William Jones, Jr., Audit Program Manager, at (404) 347-0314 or wjones@dot.ga.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Nix".

Josh Nix, CPA
Transportation Accounts Administrator
Office of Audits

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

**Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rate) Costs
Year Ended December 31, 2014**

Account Description	General Ledger Balance	Less Unallowable Costs	FAR Reference	Allocation		
				Total Proposed	Field Office Costs	Home Office Costs
Direct Labor	\$ 173,928,075	\$ -		\$ 173,928,075	\$ 13,174,946	\$ 160,753,129
Indirect Costs						
Fringe Benefits						
Payroll Taxes	\$ 23,725,655	\$ 132,567	31.205-1, 31.205-6 ^M	\$ 23,593,088	\$ 1,787,162	\$ 21,805,926
Holiday, Vacation, and Sick	34,732,486	-		34,732,486	2,630,965	32,101,521
Group Insurance	31,975,662	-		31,975,662	2,422,137	29,553,525
Employee Retirement Contribution	9,966,742	-		9,966,742	754,975	9,211,767
Tuition Reimbursement	124,340	-		124,340	9,419	114,929
Employee Benefits	3,545,939	500,833	31.205-13 ^M	3,045,106	230,865	2,814,441
Bonus Provision	2,285,932	417,065	31.201-3 ^M	1,868,867	141,566	1,727,301
Total Fringe Benefits	\$ 106,356,764	\$ 1,050,465		\$ 105,306,299	\$ 7,976,889	\$ 97,329,410
General Overhead Costs						
Indirect Labor	\$ 92,840,084	\$ 3,020,809	31.205-1, 31.205-6 ^{MH}	\$ 89,819,275	\$ 6,803,755	\$ 83,015,520
Professional Memberships-Employee	362,362	-		362,362	27,449	334,913
Seminars & Training	904,075	53,116	31.205-1 ^M	850,959	64,460	786,499
Employee Relocation	211,007	161,209	31.205-35 ^M	49,798	3,772	46,026
Recruiting	1,027,837	-		1,027,837	77,858	949,979
Indirect Travel and Entertainment	8,177,988	1,885,389	31.205-46, 31.205-14 ^{MH}	6,292,599	476,661	5,815,938
Legal & Professional	13,644,516	1,751,047	31.205-27, 31.205-47 ^{MH}	11,893,469	900,923	10,992,546
Occupancy	24,270,939	14,003	31.205-36 ^M	24,256,936	-	24,256,936
Advertising and Promotion	3,314,316	1,164,895	31.205-1 ^M	2,149,421	162,617	1,986,804
Office Furniture and Supplies	2,004,968	-		2,004,968	144,636	1,860,332
Computer/Software Costs	14,801,976	-		14,801,976	1,121,241	13,680,735
Office Equipment Rental & Maintenance	2,992,335	-		2,992,335	-	2,992,335
Depreciation	2,416,862	-		2,416,862	14,562	2,402,300
Communications	4,489,721	-		4,489,721	214,587	4,275,134
Postage and Shipping	698,543	-		698,543	28,043	669,700
Business and Property Taxes, Fees & Permits	987,773	-	31.205-41 ^M	987,773	74,823	912,950
Insurance	3,931,420	-		3,931,420	297,803	3,633,617
Bad Debt	(217,456)	(217,456)	31.205-3 ^M	-	-	-
Dues, Memberships, and Subscriptions	937,283	221,425	31.205-43 ^M	715,858	54,226	661,632
Contributions	2,350	2,350	31.205-8 ^M	-	-	-
Penalties & Fines	387,874	387,874	31.205-15 ^M	-	-	-
Bank Charges	153,180	-		153,180	11,603	141,577
Other Operating	1,349,118	2,226,761	31.205-28 ^M	(877,643)	(66,481)	(811,162)
Amortization	1,378,004	-		1,378,004	104,383	1,273,621
Internal Restructuring	77,994	77,994	31.205-27 ^M	-	-	-
Intercompany Charges, net	8,330,230	8,330,230	31.201-3, 31.205-6 ^{MH}	-	-	-
Interest	(415,743)	(415,743)	31.205-20 ^M	-	-	-
Income Taxes	13,686,825	13,686,825	31.205-41 ^M	-	-	-
Total General Overhead	\$ 202,746,381	\$ 32,350,728		\$ 170,395,653	\$ 10,517,921	\$ 159,877,732
Total Indirect Costs	\$ 309,103,145	\$ 33,401,193		\$ 275,701,952	\$ 18,494,810	\$ 257,207,142
Overhead Rates (% of Direct Labor)					140.38%	160.00%

See accompanying notes to schedule.

AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.

Schedule of Direct Labor, Fringe Benefits, and General Overhead (with Field Rate) Costs
Year Ended December 31, 2014

Notes:

- ⁽¹⁾ Employer portion of GASDI tax on unallowable labor is disallowed.
- ⁽²⁾ Labor costs associated with general public relations, advertising, and other unallowable activities is disallowed.
- ⁽³⁾ Compensation above a reasonable threshold is disallowed.
- ⁽⁴⁾ Employee benefit costs related to recreation, entertainment, and other unallowable activities are disallowed.
- ⁽⁵⁾ Travel costs in excess of maximum per diem rates in effect at the time of travel are disallowed.
- ⁽⁶⁾ Entertainment is disallowed.
- ⁽⁷⁾ Costs associated with legal settlements in lieu of litigation are disallowed.
- ⁽⁸⁾ Advertising/marketing costs not explicitly stated as allowable are disallowed.
- ⁽⁹⁾ Costs not generally allocable to a contract or related to allowable activities necessary for the overall operation of the business are disallowed.
- ⁽¹⁰⁾ Bad debts arising from uncollectible accounts are disallowed.
- ⁽¹¹⁾ Costs of civic and community memberships are disallowed.
- ⁽¹²⁾ Contributions and donations are disallowed.
- ⁽¹³⁾ Fines and penalties are disallowed.
- ⁽¹⁴⁾ Interest and other financial costs are disallowed.
- ⁽¹⁵⁾ Federal and state income taxes, deferred income taxes, and tax credits are disallowed.
- ⁽¹⁶⁾ Intercompany management fees are disallowed.
- ⁽¹⁷⁾ Internal reorganization costs are disallowed.
- ⁽¹⁸⁾ Unallowable costs associated with employee relocation.
- ⁽¹⁹⁾ Disallowed costs associated with moving expenses.
- ⁽²⁰⁾ Stock based compensation is unallowable.
- ⁽²¹⁾ Provision for bonus in excess of amounts paid are unallowable.

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.

see attached

1. Holocene Drilling, Inc.
2. Krazan & Associates, Inc.
3. True North Land Surveying, Inc.

Agreement Number:



experienced crews.
high production.
innovative solutions.

www.holocenedrillinginc.com

January 6, 2016

Amy Hansen
Administrative Assistant
AMEC Environment & Infrastructure, Inc.
Geotechnical Engineering Group
Bothell, WA 98011

Telephone: 425-368-0906
E-mail: amy.hansen@amec.com

Re: City of Des Moines On-Call Contract – Subcontract Drilling Services

Dear Amy:

Holocene Drilling, Inc. (HDI) is pleased to provide the following standard rates to provide Geotechnical & Environmental drilling services for the City of Des Moines. Per your original request and our conversation, we do not have an "Audited" overhead rate from which to draw upon to complete the Exhibit G-1 through 3 Form for the City of Des Moines.

We are also a Washington Corporation meeting the standards as a Small Business Enterprise. Also, please note that these rates are our standard rates for City, County, and State Prevailing Wage Projects. Our rates for Federal or projects that require Davis-Bacon Act Prevailing Wage Rates are typically higher.

HDI appreciates the opportunity to present these rates for your consideration and we look forward to working with you on this project. Please contact me directly should questions arise or if you require additional information.

Sincerely,

HOLOCENE DRILLING, INC.

/s/

Clay E. Griffith
Vice President

CEG/awb

Enclosure: HDI Unit Price Schedule

Corporate Offices
11412 62nd Avenue E.
Puyallup, WA 98373
253.848.6500 ph.
253.848.6515 fx.

sonic. direct push. mud rotary. hollow stem auger. rock coring. dewatering.



2016 – 2017 LIST OF AVAILABLE SERVICES – CITY OF DES MOINES ON-CALL

ADMINISTRATIVE SERVICES - DESCRIPTION *	UNIT	ADMINISTRATIVE SERVICES - PRICE PER HOUR
Project Manager	Per Hour	\$ 130.00
Project Coordinator	Per Hour	\$ 75.00
Subcontract Administrator	Per Hour	\$ 75.00
Safety Coordinator	Per Hour	\$ 130.00
Driller	Per Hour	\$ 125.00
Driller's Assistant	Per Hour	\$ 75.00
Mechanic	Per Hour	\$ 55.00
DRILLING SERVICES - DESCRIPTION *	UNIT	DRILLING SERVICES - PRICE PER DAY, HOUR, & PER EACH
Mobilization/Demobilization (Truck or Track)	Lump Sum	\$ 550.00
Drill & Sample HSA (Truck or Track)	Per Foot	\$ 20.00
Rotary Drilling and Sampling 100' to 200'	Per Foot	\$ 23.50
Rotary Drilling and Sampling over 200'	Per Hour	\$ 300.00
Mobilization/Demobilization (Sonic)	Lump Sum	\$ 1,500.00
Sonic Drilling (Geoprobe 8140LT Track)	Per Day (8 hrs.)	\$ 4,500.00
Over Time - Sonic Drilling (Geoprobe 8140LT Track)	Per Hour	\$ 450.00
Moving, Set Up, Clean Up	Per Hour	\$ 185.00
Extra Samples	Per Each	\$ 25.00
Casing Installation	Per Hour	\$ 185.00
Additional Man On Site	Per Hour	\$ 75.00
Drums (Soil Removal)	Per Each	\$ 110.00
Installation	Per Hour	\$ 185.00
Over Time	Per Hour	\$ 75.00
Standby	Per Hour	\$ 185.00
Steam Cleaner	Per Day	\$ 175.00
Travel Time	Per Hour	\$ 75.00
12" Concrete Coring	Per Each	\$ 300.00
ATV Gator	Per Day	\$ 175.00
Jack Hammer Rental	Per Day	\$ 81.00
N.X. Coring	Per Foot	\$ 50.00
Well Development	Per Hour	\$ 185.00
Night & Weekend Work (Excludes Sundays & Holidays)	Per Hour	\$ 175.00



2016 – 2017 LIST OF AVAILABLE SERVICES – CITY OF DES MOINES ON-CALL

DRILLING MATERIALS - DESCRIPTION *	UNIT	DRILLING MATERIALS - PRICE PER DAY, HOUR, & PER EACH
Level C Protective Gear	Day/Crew	\$ 125.00
Salt Water Mud	Per Each	\$ 32.75
1" PVC Casing	Per Each	\$ 3.00
1" PVC Screen	Per Each	\$ 3.50
2" PVC casing	Per Each	\$ 5.00
2" PVC Screen	Per Each	\$ 6.00
5 Gal. Con-Dent	Per Each	\$ 90.00
Asphalt Patch	Per Each	\$ 25.00
Bentonite Chips	Per Each	\$ 15.50
Bentonite Pellets	Per Each	\$ 55.00
Bentonite Powder	Per Each	\$ 15.15
Cap & Plug	Per Each	\$ 35.00
Cement	Per Each	\$ 20.00
Colorado Sand	Per Each	\$ 20.00
Drums Left on Site	Per Each	\$ 85.00
Drums Soils Removal from Site	Per Each	\$ 110.00
Jet Set	Per Each	\$ 30.00
Monuments (8 X12)	Per Each	\$ 130.00
Monuments (12 X12)	Per Each	\$ 225.00
Pea Gravel	Per Each	\$ 7.25
Redimix Quickset	Per Each	\$ 11.00
Shelby Tube	Per Each	\$ 42.50
Stand-up Monuments with Bollards	Per Each	\$ 350.00
Quickgrout	Per Each	\$ 18.75
D.O.E. Fees - Wells	Per Each	\$ 65.00
D.O.E. Fees - Borings	Per Each	\$ 25.00
Subsistence	Per Day	\$ 375.00
Light Plant	Per Night	\$ 125.00
Decon Trailer	Per Day	\$ 175.00
Track Skidsteer/Forklift	Per Day	\$ 300.00
USL & H Insurance	Per Each	\$ 1,500.00
Vac Truck (Portal to Portal)	Per Hour	\$ 185.00
Erosion Control (Per Site)	Per Each	\$ 75.00
Core Box - Sonic	Per Each	\$ 50.00
ADDITIONAL DOE SERVICE FEES	UNIT	WELL SERVICES – PER EACH
D.O.E. Fees - Wells	Per Each	\$ 65.00
D.O.E. Fees - Borings	Per Each	\$ 25.00
* Prices Valid Through January 6, 2017		

End of Rate Sheet Text

ATTACHMENT - A

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING & INSPECTION • TRANSPORTATION

2016 Fee Schedule**Northwest Region – Washington, Oregon and Idaho**

Corporation Established - 1982

Principals

Dean L. Alexander, R.E.A., R.C.E., R.G.E.Principal Engineer, President
Dave R. Jarosz, II, R.C.E., R.G.E.....Vice President Engineering Services
Byron “Kip” Williamson..... Managing Partner

Regional Key Management Staff

Kulwant (Ken) S. Sahi, P.E., Regional Managing Engineer

North Puget Sound: 4303 198th Street SW, *Lynnwood, WA 98036*; PH: (425) 485-5519

Jeffrey S. Mercer, Operations Manager

Steven Padilla, Environmental Div. Manager

Michael Rundquist, P.E., Geotechnical Div. Manager

South Puget Sound: 922 Valley View Ave NW, Ste 101, *Puyallup, WA 98371*; PH: (253) 939-2500

William B. Throne, Operations Manager

Vijay Chaudhary, P.E., Geotechnical Engineer

Robert G. Johnson, Transportation Div. Manager

Kitsap Peninsula: 1230 Finn Hill Rd NW, Ste A, *Poulsbo, WA 98370*; PH: (360) 598-2126

Wes Mahan, Operations Manager

General Fee Schedule for Professional & Technical Services		2016
Professional		
Principal		\$175.00/hr.
Senior Engineer, Engineering Geologist, Environmental Scientist (P.E., P.E.G., C.H.M.M.)		\$150.00/hr.
Project Engineer, Engineering Geologist, Environmental Scientist (P.E., P.E.G., C.H.M.M.)		\$135.00/hr.
Transportation Construction Quality Assurance Manager (CQAM)		\$175.00/hr.
Transportation Quality Testing Supervisor (QTS), P.E.		\$135.00/hr.
Senior Forensic Consultant		\$170.00/hr.
Senior Materials Analyst		\$135.00/hr.
Project Manager (Professional Services)		\$130.00/hr.
Project Manager		\$105.00/hr.
Licensed Hydrogeologist (L.H.G.)		\$125.00/hr.
Environmental Geologist / Scientist		\$125.00/hr.
Senior Staff Professional		\$100.00/hr.
Staff Professional (engineer/geologist)		\$95.00/hr.
Staff Wetlands Specialist		\$125.00/hr.
Expert Witness Services		
Consultation, Court Prep, Deposition, Testimony – Principal		\$450.00/hr.
Consultation, Court Prep, Deposition, Testimony – Registered Professional, Forensic Consultant		\$350.00/hr.
Stand-By at Office (Waiting to be called to Court)		By Quote
Technical Staff and Specialty Services		
Geotechnical / Environmental Technician		\$95.00/hr.
Field Geologist (Soil Bearing Verification)		\$95.00/hr.
Transportation Field Tester (Aggregate, Concrete, HMA, Soils)		\$70.00/hr.
Transportation Field Inspector		\$90.00/hr.
Structural Steel Inspector (WABO / ICC Certified)		\$85.00/hr.
Certified Weld Inspection (AWS Certified)		\$90.00/hr.
Special Inspector (WABO/ICC/ACI Certified; <i>Excluding</i> Structural Steel)		\$70.00/hr.
Soil and Asphalt Compaction Testing		\$75.00/hr.
Forensic Technician		\$140.00/hr.
Drafting / CADD		\$70.00/hr.
Coring - Technician and Equipment (Jobsite coring; 2 man crew)		\$175.00/hr.
Floor Flatness (includes equipment)		\$150.00/hr.
Masonry In-Place Shear (Push) Tests		\$140.00/hr.
Plate Bearing Test, (ASTM D1195, D1196)		\$125.00/hr.
Pulse Velocity (ASTM C597, D2845)		\$140.00/hr.
Rebar Locate Using A Pachometer		\$100.00/hr.
GPR for Tendon/Rebar locate		\$200.00/hr.
Sample Pickup (2 hour minimum)		\$50.00/hr.
Turbidity and Erosion Control Inspection		\$70.00/hr.
Ultrasonic, Magnetic Particle, Dye Penetrant (ASTM E114, E164, E165, E709)		\$90.00/hr.
Windsor Probe (ASTM C803)		\$140.00/hr.
X Ray (2 Man Crew)		By Quote
Administrative		
Administrative Support		\$55.00/hr.
Clerical/Word Processing/Reproduction		\$55.00/hr.

Geotechnical Services Subsurface Exploration	
Exploratory Drilling and Sampling	
Drilling (hollow stem auger, w/2 operators)	\$200.00/hr.
Mobile Drill B-40 (truck mounted)	\$200.00/hr.
Mileage (support vehicles)	\$0.75/mi.
Mileage (drill rig)	\$0.90/mi.
Mob/De-mob	By Quote

Laboratory Services

Specialized Services Are Available On Request

Aggregates and Soils

Absorption (ASTM C127, C128; AASHTO T84, T85)	\$125.00 each
Abrasion (L.A. 100 & 500 cycles), (ASTM C131, C535; AASHTO T96)	\$300.00 each
Atterberg Limits (ASTM D4318; ASHTO T89 and T90)	\$150.00 each
Accelerated Expansion (CRD 148)	\$400.00 each
California Bearing Ratio (CBR - includes Proctor) (ASTM D1883; AASHTO T193)	\$600.00 each
Clay Lumps and Friable Particles (ASTM C142)	\$150.00 each
Coal and Lignite (ASTM C123)	\$125.00 each
Consolidation Test (ASTM D2435 test includes 5 loads)	\$600.00 each
Consolidation Additional Loads	\$200.00 each
Degradation of Aggregate (WSDOT T113)	\$250.00 each
Direct Shear Test (ASTM D3080) (Unconsolidated, Undrained, 3 point)	\$350.00 each
Durability Index (ASTM D3744, AASHTO T210)	\$250.00 each
Dust Ratio - After Sieve Analysis (WSDOT 9-00.5)	\$40.00 each
Expansion Index / Swell Test (ASTM D4829)	\$200.00 each
Fertility Analysis (Subcontract)	\$200.00 each
Flat and Elongated Particles, (CRD C-119, WSDOT FOP - ASTM D4791)	\$150.00 each
Fractured Faces - Coarse Aggregate (ASTM D5821, WSDOT/AASHTO T335)	\$100.00 each
Hydrometer Analysis (ASTM D422, AASHTO T88)	\$200.00 each
Light Weight Pieces (ASTM C123)	\$150.00 each
Material Finer than No. 200 Sieve (ASTM C117)	\$80.00 each
Maximum Density - Granular Materials (WSDOT T606)	\$500.00 each
Moisture Content - Aggregates and Soils (ASTM D2216, AASHTO T255, T265)	\$25.00 each
Moisture Content and Dry density (Liner Sample)	\$30.00 each
Moisture-Density Relations of Soils (ASTM D698, D1557; WSDOT/AASHTO T99, T180)	\$225.00 each
Moisture-Density Relations; One Check-Point (ASTM D698, D1557; WSDOT/AASHTO T99, T180)	\$150.00 each
Modulus of Rupture	\$175.00 each
Modulus of Elasticity	\$200.00 each
Organic Content, Loss by Ignition (ASTM D2974)	\$150.00 each
Organic Content, (Quick Method) Loss by Using Muffle Furnace	\$50.00 each
Organic Impurities (ASTM C40; AASHTO T21)	\$80.00 each
Permeability, Constant Head (ASTM D2434)	\$450.00 each
Permeability Using Flexible Wall Permeameter (ASTM D5084)	\$650.00 each
Permeability Sample Remold	\$75.00 each
Potential Reactivity, Chemical Method 3 Determinations (ASTM C289)	\$1,000.00 each
Potential Reactivity, Mortar Bar Method (ASTM C227)	\$500.00 each
Relative Density Max-Min (ASTM D4253)	\$300.00 each
"R" (Resistance) Value (WSDOT 611)	\$200.00 each
"R" (Resistance) Value, Lime Treated or Requiring Recombining of Aggregates	\$350.00 each
Resistivity (Fine Soils)	\$225.00 each
Resistivity (Coarse Soils)	\$500.00 each
Sand Equivalent (ASTM D2419; AASHTO T176)	\$115.00 each
Saturated/Dry Loose Unit Weight	\$80.00 each

Aggregates and Soils.....Continued

Sieve Analysis, Coarse, (ASTM C136; AASHTO T27)	\$110.00 each
Sieve Analysis Fine - including wash (ASTM C136, C117; AASHTO T11 and T27)	\$110.00 each
Sieve Analysis - Processed (Each Size), ASTM C136	\$110.00 each
Sieve Analysis (ASTM D422 excluding hydrometer)	\$110.00 each
Soft Particles (ASTM C235)	\$90.00 each
Soil Cement Mix Design (ASTM D558, D4832)	\$900.00 each
Soluble Chloride Content	\$50.00 each
Soluble Sulfate Content	\$50.00 each
Soundness Coarse - Sodium or Magnesium Sulfate, 5 cycle (ASTM C88)	\$250.00 each
Soundness Fine - Sodium or Magnesium Sulfate, 5 cycle (ASTM C88)	\$300.00 each
Specific Gravity - Soil (ASTM D854; AASHTO T100)	\$125.00 each
Specific Gravity - Coarse Aggregate (ASTM C127; AASHTO T85)	\$125.00 each
Specific Gravity - Fine Aggregate (ASTM C128; AASHTO T84)	\$150.00 each
Unit Weight per Cubic Foot (ASTM C29)	\$80.00 each
Triaxial Compression Test, (ASTM D2850)	
Unconsolidated, Undrained	\$250.00 each
Consolidated, Undrained	\$375.00 each
Consolidated, Undrained with Pore Pressure	\$900.00 each
Unconfined Compression Test (ASTM D2166; AASHTO T208)	\$125.00 each
Water Absorption (ASTM C127, C128)	\$80.00 each
Weathering (CRD C148)	\$400.00 each
Uncompacted Voids - Fine Aggregate (AASHTO T304)	\$125.00 each
Uncompacted Voids - Coarse Aggregate (AASHTO TP56)	\$125.00 each
Additional Tests Not Listed	By Quote

Concrete, Shotcrete and Gunitite

Cylinder, Beams & Cores

Compression Test, 6" x 12" or 4" x 8" Cylinders, (ASTM C39; WSDOT/AASHTO T22, T106)	\$26.00 each
Compression Test - Cores (Does Not Include Special Prep. time) (ASTM C42; AASHTO T24)	\$60.00 each
Core Cutting (In Laboratory)	\$50.00 each
Flexure Test, 6" x 6" Beams, Third -Point Loading (ASTM C78)	\$110.00 each
Flexure Test, 6" x 6" Beams, Center-Point Loading (ASTM C293; WSDOT T802)	\$110.00 each
Splitting Tensile, 6" x 12" Cylinders, ASTM C496	\$110.00 each
Modulus of Elasticity Test - Static, ASTM C469	\$200.00 each
Unit Weight Determination (ASTM C1604; AASHTO T24))	\$50.00 each
Voids and Density of Hardened Concrete (ASTM C642)	\$100.00 each

Shrinkage

Length Change (A Set of 3 Bars, 4 Readings, Up to 90 Days), ASTM C157 Modified	\$250.00/set
Additional Reading, Set of 3 Bars	\$30.00/set
Storage Over 90 days, per set of 3 Bars	\$80.00/month

Mix Design

Aggregate Tests Only, for Concrete Mix Designs; Including Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Weight Per Cubic Foot, Per Aggregate Size	\$750.00 each
Mix Design, Determination of Proportions (Calculation Only)	\$450.00 each
Review of Mix Design Prepared by Others	\$200.00 each
Trial Batch, ASTM C192	\$1,000.00 each
Compatibility (ICBO AC31)	\$700.00 each
Post Crack Integrity (ICBO AC31)	\$700.00 each
Freeze Thaw—300 cycles (ASTM C666)	\$3,000.00 each
Initial Set (ASTM C403)	\$150.00 each

Coring - Shotcrete

Technician and Equipment (Laboratory)	\$90.00/hr.
Shotcrete/Gunitite Test Panels – 4 cores (Laboratory) (ASTM C1604; AASHTO T24)	\$150.00/panel
Bit Charge	\$2.50/in.
Materials and supplies	Cost + 15%

Nozzleman Qualification

Certification of Shotcrete/Gunitite Nozzleman in accordance with ACI 506, administer knowledge test, observe test panel production, coring of test panel, laboratory testing of cores	\$70.00/hr.
ACI Core Grading Report	\$100.00 each

Masonry Materials

Brick ASTM C67

Modulus of Rupture (Flexure)	\$200.00 each
Compressive Strength	\$90.00 each
Absorption - 5 Hour or 24 Hour	\$100.00 each
Boil, 1, 2 or 5 Hour	\$150.00 each
Initial Rate of Absorption	\$100.00 each
Efflorescence (set of 3)	\$200.00 each
Dimensions, Overall, Coring, Shell and Web Thickness	\$25.00 each
Coefficient of Friction (Slip Test)	\$100.00 each

Concrete Block ASTM C140

Moisture Content as Received	\$40.00 each
Absorption, Unit weigh and Moisture	\$100.00 each
Compression	\$100.00 each
Tension	\$130.00 each
Shrinkage, Modified British, ASTM C426	By Quote

Masonry Prisms ASTM C1388

Compression Test, Grouted Prisms	\$150.00 each
Compression Test, Un-Grouted Prisms	\$125.00 each
Cutting Prisms	By Quote

Mortar & Grout

Compression, 2" x 4" Mortar Cylinder (ASTM C39)	\$26.00 each
Compression, 3.75" x 7.5" Grout Samples (ASTM C1019)	\$26.00 each
Compression Test, 2" Cubes (ASTM C109)	\$26.00 each

Unreinforced Masonry Building Tests

In-Place Shear (Push) Tests (ASTM C1531)	\$140.00/hr.
15 Degree Core Shear Tests (ASTM E519)	By Quote
Wall Anchors (ASTM E488)	By Quote
Rhielm Tube Test Kit	\$75.00 each
Rhielm Tube Test	\$70.00/hr.

Coring/Core Compressive Strength

Technician and Equipment (Laboratory)	\$90.00/hr.
Bit Charge	\$2.50/in.
Materials and supplies	Cost + 15%
Cores, Compression	\$75.00 each
Cores, Shear, 6" and 8" Diameter, 2 Faces	\$100.00/core

Reinforcing and Structural Steel

Reinforcing Steel ASTM A 615

Tensile & Bend Test, No. 11 Bar or Smaller	\$100.00 each
Tensile & Bend Test, No. 12 Bar or Larger	\$150.00 each
Tensile Test, Mechanically Spliced Bar	\$150.00 each
Receive and Distribute Mill Certificates	\$25.00 each

Prestress and Post-tension Tendons (7-Wire Strands) (Attachments To Be Furnished by Client)

Tensile Test and Elongation in 24" for Prestress Strand, ASTM A 416	\$100.00 each
Tensile Test and Elongation in 10" for Prestressing Wire, ASTM A 421	\$100.00 each
Modulus of Elasticity (Pre-stressing Wire)	\$100.00 each

Welded Specimens

Tensile Test, Welded, No. 11 Bar or Smaller	\$100.00 each
Tensile Test, Welded, No. 14 and 18 Bar	\$150.00 each
Tensile Test Welded Coupons (Set of 3, Client Prepared)	\$350.00/set
Bend Test Welded Coupons (Set of 3, Client Prepared)	\$350.00/set
Nick Break, Welded Re-Bar	By Quote

Welder Qualifications/Welding Procedure Specifications:

Prepare Welding Procedure Specification (WPS) in accordance with AWS D1.1	\$300.00 each
Review Welding Procedure Specification (WPS) in accordance with AWS D1.1	\$150.00 each
Witness Welder Qualification Test	\$90.00/hr.

Asphalt Concrete

Asphalt Concrete Mix Design (Super Pave), up to 3 aggregate bins, (WSDOT SOP732, and 731)	\$5,000.00 each
Each additional bin after 3 bins (for Super Pave Mix)	\$1,000.00 each
Asphalt Concrete Mix Design - Marshall Method (ASTM D1559)	\$2,500.00 each
Asphalt Content Of Bituminous Mixtures By Ignition Method (ASTM D6307; WSDOT/AASHTO T308)	\$225.00 each
Ignition Furnace Correction Factor (IFCF) for Asphalt Content (WSDOT SOP728)	\$360.00 each
Aggregate Gradation on Extracted Sample - Including Wash (AASHTO T11 and T27)	\$125.00 each
Extraction/Gradation (AASHTO T308, T11 and T27)	\$350.00 each
Correlation of Nuclear Gage by HMA Cores (WSDOT SOP730)	\$300.00 each
Stability Tests	
Marshall, Pre-Mixed (ASTM D1559)	\$200.00 each
Marshall, Lab-Mixed (ASTM D1559)	\$300.00 each
Molding Specimens and Laboratory Density:	
Super Pave, Lab-Compacted 2 Pucks (WSDOT/AASHTO T312)	\$400.00 each
Marshall, Lab-Compacted (ASTM D1559)	\$200.00 each
Maximum Theoretical Unit Weight, (Rice) (ASTM D2041; WSDOT/AASHTO T209)	\$125.00 each
Asphalt Concrete Density - Lab Compacted or Core (ASTM D2726; WSDOT/AASHTO T166)	\$80.00 each
Density of AC Core or Lab compacted Puck by Paraffin Coating (ASTM D1188; AASHTO T275)	\$100.00 each
Air Void Analysis - Calculations	\$50.00 each

Miscellaneous Materials Tests and Equipment Charges

Gypsum Roof Fill ASTM C495

Compression Test	\$26.00 each
Density	\$75.00 each

Fireproofing Tests

Thickness, Field Sampling by Technician	\$70.00/hr.
Oven Dry Density	\$50.00/sample
Cohesion (ASTM E736)	\$70.00 each
Materials and supplies	Cost + 15%

Equipment

Air Meter (Concrete) – Pressure	\$10.00/day
Air Meter (Concrete) – Volumetric	\$10.00/day
Calibrated Torque Wrench (max. capacity 200 ft-lb)	\$15.00/day
Calibrated Torque Wrench (capacity exceeding 200 ft-lb)	\$25.00/day
Core Barrel Usage Charge	\$2.50/in.
GPR Unit (Proceq-Handy Search)	\$100.00/day
Mobile Laboratory	By Quote
Mob / De-mob of the Mobile Laboratory	By Quote
Nuclear Density Gauge	\$15.00/day
Pachometer	\$50.00/day
Paint Thickness Gauge (electronic)	\$25.00/day
Per Diem (Outside 50 mi radius of KA office)	\$175.00/day
Proof-load Equipment (testing of anchor bolts, no specialized fixtures)	\$200.00/day
Schmidt Hammer	\$15.00/day
Skidmore-Wilhelm device	\$70.00/day
Ultrasonic Testing Equipment (structural steel inspection)	\$25.00/day
Vehicle Mileage (may be billed as a trip charge at calculated mileage)	\$0.65/mile
Windsor Probes (set of 3)	\$45.00 each
X-Ray Film	By Quote
Specialized equipment for Forensic Investigation services	By Quote

Terms of Payment

Invoices shall be deemed delinquent if not paid within 30 days of the invoice date and will be subject to a late payment charge of 1.5% per month or the maximum percentage allowed by law, whichever is the lesser, on the unpaid balance from the invoice date, including the undisputed portions of invoices with disputed charges, until the same is paid, as liquidated damages for additional credit and collection expenses incurred by Krazan & Associates, Inc.

Basis of Charges

Minimum Charges

Field services performed by our technicians are subject to a 4 hour minimum charge for each day of service, with services in excess of 4 hours will be billed in one hour increments. Services in excess of 8 hours per day are billed in hourly increments. Field and office-based engineering and administrative services have a one-hour minimum charge and are billed in hourly increments. Expert Witness and Deposition services are billed on half- and full day (4 and 8 hour) basis and hourly after 8 hours. Sample pick-up services are subject to a 2-hour minimum charge.

Regular Time Charges

Regular time charges are applicable to services initiated Monday through Friday (excluding holidays), between 7 a.m. and 3:30 p.m. Premium charges are applicable on holidays and weekends.

Night Shift Differential

For services initiated after 3:30 p.m. or before 7:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m. shall be subject to a twenty (20) percent premium above the regular rate.

Time and One-Half Charges

Time and one-half charges will be rendered on Regular Time weekdays for services extending beyond 8 hours and not exceeding 12 hours of total service that day. Services rendered on Saturdays will be charged at one and one-half (1.5) times the Regular Time rate for the first 8 hours.

Double Time Charges

Services rendered on Holidays, Sunday, in excess of 8 hours on Saturday, or in excess of 12 hours on weekdays, will be charged at double the Regular Time rate.

Reimbursable Expenses and Subcontractor Charges

Direct expenses, including but not limited to shipping, overnight or expedited delivery beyond standard postage, photo processing, sublet reproduction, and consumable materials used in field services will be charged to the client at cost plus 20%. Subcontractor, Subconsultant and equipment rental charges, including but not limited to backhoe rental or backhoe services, subcontracted drilling services, concrete pumping services, and subcontracted specialty laboratory testing and inspection services, will be charged to the client at cost plus 20%.

Travel Time and Mileage Charges

Field services are billed based on time charged portal-to-portal from the closest Krazan & Associates' office providing the required services.

Travel and Subsistence

On remote jobs or projects, travel and subsistence, when not furnished, will be charged to the client at cost plus 20%; the minimum per diem rate for subsistence is \$120.00.

Clerical and Engineer Review Charges

All projects will incur clerical preparation and engineering review charges.

Supervisor Charges

Supervisor charges are above and beyond hourly and unit rates quoted for testing and inspection services.

Cancellation

All cancellations without a 4 hour notice of cancellation will be subject to 2 hour minimum charges per day cancelled. Notice of cancellation must be received by our office during our office hours of 7:00 am to 5:00 pm Monday through Friday (excluding holidays) and cannot be left on the voice mail system.

Cost of Services

Unless expressly stated in a project-specific Proposal or Agreement, services are provided on a time-and-expense basis, subject to the Basis of Charges presented above. Where provided, Cost Estimates are provided in good faith based on the scope of work and assumptions outlined in the Proposal. The term "Cost Estimate" does not imply a maximum contract amount, but only the extension value of our unit prices at the time of proposal preparation.

Insurance

Krazan & Associates, Inc. carries in excess of all insurance required by law. Additional costs of extra insurance certificates, co-insurance endorsements or additional insurance will be charged to the client at cost plus 20%.

Prevailing Wage Rates

The rates presented in this Fee Schedule are not applicable for projects where Prevailing Wage or other collective bargaining labor and benefits rates apply. Our past experience on government funded projects in the Northwest Region (Washington/Oregon/Idaho), including those subject to Davis-Bacon and related Acts (DBRA) wage requirements is that there is no existing determination for the professional services that we provide and that our services are NOT subject to those wage provisions. In the event that you as our client believe we are subject to Prevailing Wage requirements, it is your responsibility to submit a request to the Lead Agency so that they can obtain a determination from the U.S. Secretary of Labor. In the event that a prevailing wage determination is made, and where the determination is made that the combined rate of pay plus fringes exceeds \$22.70 per hour we will need to adjust our billing rate proportionally to reflect the percentage of increase above \$22.70 per hour. In the event that your project is a Prevailing Wage project please notify Krazan & Associates so we can provide you with applicable rates.

Cost-Of-Living Adjustment

The rates presented in this Fee Schedule are applicable only through December 31 of the year published. Krazan & Associates should be contacted to obtain rates applicable for your project area and the year in which our services are to be provided. Where projects are on-going beyond December 31 of the year the services were initiated, the rates presented in this fee schedule are subject to an annual cost of living adjustment based on the consumer price index for the geographic area where our services are being provided, but in no case less than 2 percent. For non-prevailing wage projects rates may be fixed for the duration of a project where the duration is one year or less where so specified in a project-specific proposal or rate table; project rates will then be negotiated on an annual basis. Should a DBRA determination be made and where there is an automatic escalation of the rate during the term of the agreement the escalation rate (in percent increase) shall apply to our billing rates.

Subconsultant Fee Determination - Summary Sheet
(Mandatory when Subconsultants are utilized)

Project: CITY OF DES MOINES ON-CALL

Sub Consultant: TRUE NORTH LAND SURVEYING, INC.

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>		<u>Rate</u>	=	<u>Cost</u>
<u>PRINCIPAL</u>		X	<u>125.⁵⁰</u>	\$	
<u>PROJECT SURVEYOR</u>		X	<u>100.⁵⁰</u>		
<u>PARTY CHIEF</u>		X	<u>90.⁰⁰</u>		
<u>INSTRUMENT PERSON</u>		X	<u>62.⁰⁰</u>		
<u>1-PERSON CREW/GPS</u>		X	<u>116.⁰⁰</u>		
<u>SURVEY OFFICE TECH/CAD</u>		X	<u>88.⁰⁰</u>		
<u>ADMINISTRATION</u>		X	<u>62.⁰⁰</u>		
		X			
		X			

Total DSC = \$ _____

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of — % x \$ _____ = _____

Fixed Fee (FF):

FF Rate x DSC of — % x \$ _____ = _____

Reimbursables:

Itemized ATTACHED LIST = _____

SubConsultant Total = _____

Prime Mark-Up _____ % X _____ = _____

Grand Total = _____

Prepared By: LOIS INGRAHAM

Date: JANUARY 7, 2016

True North Land Surveying, Inc.
815 S Weller St, Suite 200
Seattle, WA 98104

True North Land Surveying, Inc.
815 S. Weller St, Suite 200
Seattle, WA 98104

City of Des Moines On-Call

7-Jan-16

Billing rates do not include other direct costs (ODC's). Our ODC's typically include costs for: mileage (billed at the IRS approved rate), field supplies, and service providers such as utility locators, reprographics, and/or other specialized required services. All ODC's are billed at cost.

ODC's			
Typical Field Supplies:	SMALL HUBS (6-8")	\$	0.65 ea.
	MEDIUM HUBS (10"-12")	\$	0.80 ea.
	LONG HUBS (18-24")	\$	1.25 ea.
	2' LATH	\$	0.60 ea.
	4' LATH	\$	1.15 ea.
	LOT BOARDS	\$	2.30 ea.
	WHISKERS	\$	0.20 ea.
	SPIKES	\$	0.55 ea.
	NAILS	\$	0.20 ea.
	PAINT	\$	5.50 ea.
	PAINT STICKS	\$	3.20 ea.
	FLAGGING	\$	3.00 ea.
	WASHERS	\$	1.65 ea.
	REBAR/CAP	\$	5.75 ea.
	SMALL REF. TARGETS	\$	8.00 ea.
Mileage for Survey Van	Effective 1/2016	\$	0.540 per mi.
Utility Locate Service	(If required) At Cost	\$	80.00 per hr.
Reprographics	(If required) At Cost		
Misc. Professional Services	(If required) At Cost		

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:

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

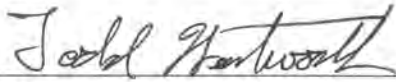
I hereby certify that I am the and duly authorized representative of the firm of
Amec Foster Wheeler Environment & Infrastructure, Inc.
whose address is
11810 North Creek Parkway N, Bothell, WA 98011
and that neither the above firm nor I have:

- 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);

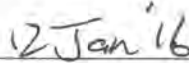
I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State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

Amec Foster Wheeler Environment & Infrastructure, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Agreement Number:

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official

☐ Other

of the City of Des Moines, and Amec Foster Wheeler Environment & Infrastructure or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

Signature

Date

Agreement Number:

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.

Amec Foster Wheeler Environment & Infrastructure, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12 Jan 16

Date

Agreement Number:

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.

Amec Foster Wheeler Environment & Infrastructure, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

12 Jan 18

Date

Agreement Number:

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 2016-2017 On-Call Civil Engineering Servi * are accurate, complete, and current as of August 8, 2015 **.

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: Amec Foster Wheeler Environment & Infrastructure, Inc.

Jadab Nantworth 12 Jan 16
Signature

Senior Associate
Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

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

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

Agreement Number:

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 \$

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

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: \$

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

Agreement Number:

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:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT 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:

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:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): BergerABAM Inc.		
Address 33301 Ninth Ave S Ste 300, Federal Way, WA 98003	Federal Aid Number	
UBI Number 601110595	Federal TIN or SSN Number 91-1422812	
Execution Date	Completion Date 12/31/17	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title City of Des Moines - 2016-2017 On-Call Civil Engineering Services		
Description of Work Provide on-call general civil engineering services for various City of Des Moines projects and tasks.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: \$1,000,000

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:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines 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:

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: R. Brandon Carver, PE, PTOE
Agency: City of Des Moines
Address: 21650 11th Avenue S
City: Des Moines State: WA Zip: 98198
Email: bcarver@desmoineswa.gov
Phone: 206-870-6543
Facsimile: 206-870-5608

If to CONSULTANT:

Name: Robert L. Fernandes, PE, SE
Agency: BergerABAM Inc.
Address: 33301 Ninth Avenue S, Suite 300
City: Federal Way State: WA Zip: 98003
Email: bob.fernandes@abam.cm
Phone: 206-357-5615
Facsimile: 206-357-5601

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name: R. Brandon Carver, PE, PTOE
Agency: City of Des Moines
Address: 21650 11th Avenue S.
City: Des Moines State: WA Zip: 98198
Email: bcarver@desmoineswa.gov
Phone: 206-870-6543
Facsimile: 206-870-5608

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

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

Agreement Number:

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.

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

1/12/16

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:

Exhibit A ***Scope of Work***

Project No.

See attached Exhibit A-1.

Agreement Number:

Exhibit "A-1"
Scope of Work
2016-2017 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Kpg, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2016 through December 31st, 2017. KPG, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2017, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2018. No new work shall be authorized after December 31st, 2017 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Section V of the agreement, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D for the life of this Agreement. Overhead calculations are included in Appendix D, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(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. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

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: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:

(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit B
DBE Participation

N/A

Agreement Number:

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

N/A

B. Roadway Design Files

Civil 3D version 2015

C. Computer Aided Drafting Files

AutoCAD version 2015

Agreement Number:

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

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

See items B and C above

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

Rights-of-entry, available record drawing from adjacent projects

Agreement Number:

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Newforma file transfer, Microsoft Outlook

A. Agency Software Suite

N/A

B. Electronic Messaging System

Microsoft Outlook, Lync

C. File Transfers Format

Newforma file transfer

Exhibit D ***Prime Consultant Cost Computations***

Exhibit D-1 - Consultant Fee Determination (not included at this time)
Exhibit D-2 - Consultant Hourly Rates
Exhibit D-3 - Consultant WSDOT ICR Letter

Agreement Number:

EXHIBIT D-2
CONSULTANT HOURLY RATES
CITY OF DES MOINES - 2016-2017 ON-CALL CIVIL ENGINEERING SERVICES

Consultant: BergerABAM Inc.

Position Classification	Max Direct Salary Rate	Overhead @166.65%	Profit @30%	Max Rate Per Hour
Engineer IX - Officer	\$ 112.00	\$ 186.65	\$ 33.60	\$ 332.25
Engineer VII/VIII - Project Manager	\$ 82.00	\$ 136.65	\$ 24.60	\$ 243.25
Engineer V/VI - Project Engineer	\$ 60.00	\$ 99.99	\$ 18.00	\$ 177.99
Engineer IV - Senior Engineer	\$ 42.00	\$ 69.99	\$ 12.60	\$ 124.59
Engineer I/II/III	\$ 36.00	\$ 59.99	\$ 10.80	\$ 106.79
Planners	\$ 63.00	\$ 104.99	\$ 18.90	\$ 186.89
Scientists/Environmental/Landscape Architect	\$ 63.00	\$ 104.99	\$ 18.90	\$ 186.89
Public Involvement	\$ 63.00	\$ 104.99	\$ 18.90	\$ 186.89
Applications Programmer II	\$ 54.00	\$ 89.99	\$ 16.20	\$ 160.19
CAD Operator IV/V/VI	\$ 43.00	\$ 71.66	\$ 12.90	\$ 127.56
CAD Operator II/III	\$ 32.00	\$ 53.33	\$ 9.60	\$ 94.93
Construction Specialist/Inspector	\$ 60.00	\$ 99.99	\$ 18.00	\$ 177.99
Surveyors	\$ 52.00	\$ 86.66	\$ 15.60	\$ 154.26
Designer I/II/III/IV	\$ 42.00	\$ 69.99	\$ 12.60	\$ 124.59
Coordinators/Graphics/Administration	\$ 40.00	\$ 66.66	\$ 12.00	\$ 118.66

Rates are valid through 31 May 2017

The indirect cost rate (ICR), profit, and max rate per hour listed above are the maximum rates payable under this AGREEMENT. Rates invoices shall be based on the direct salary of the individual employee plus ICR plus profit and shall not exceed the Max Rate Per Hour for each classification listed in this Exhibit D-2 without prior written consent of the CITY.

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. ODCs are limited to the following items:

Reimbursable Classifications	Rates
Mileage	Current IRS Rate
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the City. All reimbursable charges must be necessary for the services provided under this AGREEMENT.

EXHIBIT D-3



**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

November 23, 2015

BergerABAM
33301 Ninth Avenue South, Suite 300
Federal Way, WA 98003-2600

Subject: Acceptance FYE 2015 ICR – CPA Report

Dear Ms. Megan Isaacks:

We have accepted your firms FYE 2015 Indirect Cost Rate (ICR) of 166.65% of direct labor cost (rate includes 0.28% FCCM); based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by T. Wayne Owens & Associates. 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;

A handwritten signature in blue ink, appearing to read 'Erik K. Jonson'.

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck



Memorandum

November 23, 2015

TO: Erik Jonson, Contracting Services Manager *emo*
FROM: Schatzie Harvey, Agreement Compliance Audit Manager
SUBJECT: BergerABAM, Inc. Indirect Cost Rate for
Fiscal Year Ended May 31, 2015

We accept the audit work performed by T. Wayne Owens & Associates related to the BergerABAM Indirect Cost Rate for the above referenced fiscal year. T. Wayne Owens & Associates audited the BergerABAM 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 BergerABAM Indirect Cost Rate for fiscal year ending May 31, 2015 at 166.65% of direct labor (rate includes 0.28% 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

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.

Exhibit E-1 - Subconsultant Fee Determination (not included at this time)

Exhibit E-2 - Subconsultant Hourly Rates

Exhibit E-3 - Subconsultant WSDOT ICR Letter

Agreement Number:

EXHIBIT E-2
CITY OF DES MOINES
2016 - 2017 ON-CALL GENERAL CIVIL ENGINEERING SERVICES
MAXIMUM BILLING RATES NOT TO EXCEED TABLE

Consultant: DKS Associates

Position Classification	Max Direct Salary Rate	Overhead @ 180.62%	Profit @ 30.00%	Max Rate Per Hour
Principal	\$ 67.31	\$ 121.58	\$ 20.19	\$ 209.08
Senior Project Manager	\$ 60.10	\$ 108.55	\$ 18.03	\$ 186.68
Project Engineer	\$ 48.08	\$ 86.84	\$ 14.42	\$ 149.35
Associate Engineer	\$ 36.30	\$ 65.57	\$ 10.89	\$ 112.76
Assistant Engineer	\$ 32.45	\$ 58.61	\$ 9.74	\$ 100.80
CAD Designer	\$ 30.41	\$ 54.93	\$ 9.12	\$ 94.46
Office Administrator	\$ 26.68	\$ 48.19	\$ 8.00	\$ 82.87
Office Assistant	\$ 22.60	\$ 40.82	\$ 6.78	\$ 70.20
Graphic Designer	\$ 26.45	\$ 47.77	\$ 7.94	\$ 82.16
Engineering Intern	\$ 22.00	\$ 39.74	\$ 6.60	\$ 68.34

Note: Direct Labor Rate NTE (Not to Exceed) is the maximum rate for each labor classification. Invoices shall be based on the actual Direct Labor Rate of the staff working on the project, but will not exceed this rate.

Rates valid through 30 June 2016

EXHIBIT E-2
CITY OF DES MOINES
2016 - 2017 ON-CALL GENERAL CIVIL ENGINEERING SERVICES
MAXIMUM BILLING RATES NOT TO EXCEED TABLE

Consultant: Hart Crowser, Inc.

Position Classification	Max Direct Salary Rate	Overhead @218.43%	Profit @30%	Max Rate Per Hour
Senior Principal	\$ 88.65	\$ 193.64	\$ 26.60	\$ 308.88
Principal	\$ 68.66	\$ 149.97	\$ 20.60	\$ 239.23
Senior Associate	\$ 60.82	\$ 132.85	\$ 18.25	\$ 211.92
Associate	\$ 51.50	\$ 112.49	\$ 15.45	\$ 179.44
Senior Project	\$ 39.20	\$ 85.62	\$ 11.76	\$ 136.58
Project	\$ 33.20	\$ 72.52	\$ 9.96	\$ 115.68
Senior Staff	\$ 28.63	\$ 62.54	\$ 8.59	\$ 99.76
Staff	\$ 25.97	\$ 56.73	\$ 7.79	\$ 90.49
Drafting	\$ 26.21	\$ 57.25	\$ 7.86	\$ 91.32
Project Assistant	\$ 21.97	\$ 47.99	\$ 6.59	\$ 76.55

Note: Direct Labor Rate NTE (Not to Exceed) is the maximum rate for each labor classification. Invoices shall be based on the actual Direct Labor Rate of the staff working on the project, but will not exceed this rate.

Rates valid through 30 June 2016

EXHIBIT E-2
CITY OF DES MOINES
2016 - 2017 ON-CALL GENERAL CIVIL ENGINEERING SERVICES
MAXIMUM BILLING RATES NOT TO EXCEED TABLE

Consultant: Mayes Testing

Position Classification	Max Direct Salary Rate	Overhead @159.0%	Profit @30%	Max Rate Per Hour
Principal Engineer	\$ 70.50	\$ 112.10	\$ 21.15	\$ 203.75
Staff Engineer	\$ 42.25	\$ 67.18	\$ 12.68	\$ 122.10
Engineering Technician	\$ 33.00	\$ 52.47	\$ 9.90	\$ 95.37
Project Coordinator	\$ 24.25	\$ 38.56	\$ 7.28	\$ 70.08
Senior Inspector	\$ 36.00	\$ 57.24	\$ 10.80	\$ 104.04
NDE Inspector - Level II	\$ 36.50	\$ 58.04	\$ 10.95	\$ 105.49
Licensed Inspectors / Lab Technicians	\$ 35.00	\$ 55.65	\$ 10.50	\$ 101.15

Note: Direct Labor Rate NTE (Not to Exceed) is the maximum rate for each labor classification. Invoices shall be based on the actual Direct Labor Rate of the staff working on the project, but will not exceed this rate.

Rates valid through 30 June 2016

EXHIBIT E-2
City of Des Moines
2016 - 2017 ON-Call General Civil Engineering Services
Maximum Billing rates Not to Exceed Table

Consultant: Universal Field Services, Inc.

Position Classifications	Max Direct Salary Rate	Overhead 46.97%	Fixed Fee 30%	Maximum Rate Per Hour
Project Oversight / Project Manager	\$ 56.00	\$ 26.30	\$ 16.80	\$ 99.10
Project Manager	\$ 44.00	\$ 20.67	\$ 13.20	\$ 77.87
Senior Acquisition Specialist	\$ 39.00	\$ 18.32	\$ 11.70	\$ 69.02
Senior Relocation Specialist	\$ 39.00	\$ 18.32	\$ 11.70	\$ 69.02
Acquisition Specialist	\$ 37.00	\$ 17.38	\$ 11.10	\$ 65.48
Relocation Specialist	\$ 37.00	\$ 17.38	\$ 11.10	\$ 65.48
Title Records Specialist	\$ 32.00	\$ 15.03	\$ 9.60	\$ 56.63
Senior Administrative Specialist	\$ 30.00	\$ 14.09	\$ 9.00	\$ 53.09
Administrative Specialist	\$ 20.00	\$ 9.39	\$ 6.00	\$ 35.39

**Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate*

Billing rates exclude allowable reimbursable expenses including: Parking, Long Distance Telephone, Postage, Copying, Mileage, etc.
Mileage to be reimbursed at the approved IRS rate at the time mileage incurred.

EXHIBIT E-2
CITY OF DES MOINES
2016 - 2017 ON-CALL GENERAL CIVIL ENGINEERING SERVICES
MAXIMUM BILLING RATES NOT TO EXCEED TABLE

Consultant: Widener & Associates

Position Classification	Max Direct Salary Rate	Overhead @110%	Profit @30%	Max Rate Per Hour
Senior Scientists/Environmental/ Landscape Architect	\$ 64.00	\$ 70.40	\$ 19.20	\$ 153.60
Scientists/Environmental/Landscape Architect	\$ 31.00	\$ 34.10	\$ 9.30	\$ 74.40

Note: Direct Labor Rate NTE (Not to Exceed) is the maximum rate for each labor classification. Invoices shall be based on the actual Direct Labor Rate of the staff working on the project, but will not exceed this rate.

Rates valid through 30 June 2016

EXHIBIT E-3



**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 18, 2015

DKS Associates, Inc.
720 SW Washington Street, Suite 500
Portland, OR 97205

Subject: Acceptance FYE 2014 ICR - Provisional

Dear Mr. Ransford S. McCourt:

We have provisionally accepted your firms FYE 2014 Indirect Cost Rate (ICR) of 180.62%, pending receipt of Oregon Department of Transportation (ODOTs) Cognizant Review. This 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 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;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON

Manager, Consultant Services Office

EKJ:kal



October 15, 2015

Mr. Erik K. Jonson
Transportation Building
P.O. Box 47300
Olympia, Washington 98504

Re: 2015 On-Call Geotechnical Services
Agreement Number Y-11803

Dear Mr. Jonson:

Thank you very much for selecting Hart Crowser for the 2015 On-Call Geotechnical Services.

As requested in your October 14, 2015 letter, we are submitting the following documents:

- Acceptance FYE 2014 ICR – CPA Report letter dated May 20, 2015
- Actuals Not to Exceed (ANTE) rate table.

Please contact me if you have any questions or need any additional information.

I look forward to continuing to work with you.

Sincerely,

HART CROWSER, INC.

A handwritten signature in black ink, appearing to read 'Barry S. Chen', written over a horizontal line.

BARRY S. CHEN, PhD, PE
Senior Principal

Attachments:

Acceptance FYE 2014 ICR- CPA Report letter dated May 20, 2015
ANTE Rate Table

L:\16S1140002_WSDOT On-Call Geotechnical Services\Deliverables\Letters\On-Call Geotechnical Services\WSDOT Cover Letter.docx



**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

May 20, 2015

Hart Crowser, Inc.
1700 Westlake Avenue N, Suite 200
Seattle, WA 98109-6212

Subject: Acceptance FYE 2014 ICR – CPA Report

Dear Mr. Robert Jenson:

We have accepted your firms FYE 2014 Indirect Cost Rate (ICR) of 218.43% based on the "Independent CPA Report," prepared in accordance with Part 31 of the FAR, by T. Wayne Owens & Associates. 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:kal

EXHIBIT E-3

MEMORANDUM

State of Alaska

Department of Transportation & Public Facilities
Office of Internal Review

To: Emily K. Nelson
PSA Unit Supervisor
Central Region

Date: December 10, 2014

File No: 010-1361

Telephone No: 269-0715

From: Robert W. Janes, CPA
Chief of Internal Review

Subject: Pre-Award Desk Review of
Mayes Testing Engineers, Inc.
Audit Number 14-PA-60

We have conducted a Pre-Award Desk Review of Mayes Testing Engineers, Inc.

As a result of our review, we have verified that the Company has an adequate project cost accounting system, which can identify, segregate and accumulate project specific costs. Their project accounting system has remained consistent from the prior year.

The Company has submitted a schedule of overhead expenses reflecting an Indirect Cost Rate (IDCR) of 159.22%, based on their calendar year ended December 31, 2013 financial data. Internal Review's adjustments have decreased the IDCR to 159.0% (see Appendix).

The audited IDCR of 159.0%, as a percentage of direct labor dollars, can be utilized as a fixed IDCR for DOT&PF contract pricing purposes, statewide, effective from July 1, 2014 through June 30, 2015. Effective July 1, 2015, this rate would become a Provisional Rate until a new audit is performed.

Mayes Testing Engineers, Inc. has an acceptable methodology to recover mileage reimbursement costs and therefore may charge separately for them, as negotiated in particular contracts. All remaining in-house charges are recovered through the IDCR; therefore, no separate reimbursable rates should be negotiated for those items.

Any other direct non-salary costs (if allowed) should be reimbursed at cost; no indirect mark-up is allowable per 48 CFR, Federal Acquisition Regulations.

A schedule of the Company's actual wage rates by employee, as of April 1, 2014, has been provided to the Central Region PSA Unit Supervisor, and is available upon request by the project managers for use in negotiating and evaluating contracts with the Company.

We wish to thank Mayes Testing Engineers, Inc. and DOT&PF employees for their cooperation and assistance.

Should you have any questions, or require additional information, please contact us; otherwise no response on your part is necessary to this memorandum.

RWJ:JMS/tmr

Attachment

CONFIDENTIAL

Appendix
Mayes Testing Engineers, Inc.
Schedule of Indirect Costs
For Year Ended December 31, 2013

Description	Amount Per G/L	Company Adjustments	Audit Adjustments	FAR Cites	Allowable Costs
Direct Labor	\$ 4,040,929	\$ (482,457)	\$ -		\$ 3,558,472
Payroll Burden:					
Holiday/Vacation	\$ 565,541				\$ 565,541
Bonus/Profit Sharing	173,692				173,692
Payroll Taxes	641,299				641,299
Employee Benefits	759,477	\$ (3,479)			755,998
Total Payroll Burden	2,140,009	(3,479)			2,136,530
Other Indirect Costs:					
Indirect Labor	1,149,863	482,457			1,632,320
Advertising	10,125	(9,160)			965
Business Insurance	65,824				65,824
Business Taxes & Licenses	183,282				183,282
Computer Services	76,220				76,220
Depreciation & Amortization	192,958				192,958
Dues & Subscriptions	43,120				43,120
Repairs & Maintenance	30,749				30,749
Exam, License and Education	45,789				45,789
Gain on Sale of Assets	(14,789)				(14,789)
Lab Supplies	93,995				93,995
Miscellaneous Expense	20,205	(3,052)	\$ (3,255)	(1)	13,898
Office Expense	76,958				76,958
Postage & Shipping	14,621				14,621
Professional Fees	46,047				46,047
Rent	300,190	(105,624)	(6,244)	(2)	188,322
Safety	10,313				10,313
Telephone & Utilities	137,104				137,104
Travel	278,077				278,077
Vehicle Expenses	413,668	(9,516)			404,152
Total Other Indirect Costs	3,174,319	355,105	(9,499)		3,519,925
Total Indirect Costs	\$ 5,314,328	\$ 351,626	\$ (9,499)		\$ 5,656,455

Indirect Cost Rate

**Allowable
IDCR**
159.0%

FAR Cites:

- (1) 31.205-14 Entertainment costs
(2) 31.205-36(2) Rental costs - related party rents

CONFIDENTIAL

EXHIBIT E-3



**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

March 10, 2015

Universal Field Services, Inc.
111 Main Street, Suite 105
Edmonds, WA 98020

Subject: Acceptance FYE October 31, 2014 ICR – Cognizant Review

Dear Mr. Mitch Legel:

We have accepted your firms FYE October 31, 2014 Indirect Cost Rate (ICR) of 46.97% of direct labor based on the "Cognizant Review" from The Oklahoma Department of Transportation (ODOT). 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.

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;

A handwritten signature in blue ink, reading 'Erik K. Jonson'.

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

EXHIBIT E-3



**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

February 27, 2014

Jeanette Widener, President
DGK Inc.
10108 32nd Avenue W, Suite D
Everett, WA 98204-1302

Re: DGK (dba Widener & Associates) Safe Harbor Indirect Cost Rate

Dear Ms. Widener:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for DGK. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate for the City of Bellingham West Horton Road Project.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for DGK. The Safe Harbor rate is effective on February 27, 2014.

DGK has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your WSDOT Local Programs Manager if you have questions about when to apply the Safe Harbor rate to your agreement.

Page 2
DGK
February 27, 2014

If you or any representatives of DGK have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

A handwritten signature in blue ink that reads "Martha Roach". The signature is fluid and cursive, with the first name "Martha" and last name "Roach" clearly distinguishable.

Martha S. Roach
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: DGK INC. DBA WIDENER & ASSOC.

Project Number/Name: Horton Road

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110%. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

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

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO
- An accounting system which separates indirect costs and direct costs
- An accounting system which separates allowable and unallowable cost
- A compliant job cost system which is general ledger driven
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures
- A strong written internal control policy with a policy and procedures manual

*Signature: Jeanette C Widener

*Name of Certifying Official (Print): Jeanette C Widener

*Title: PRESIDENT

Date of Certification (mm/dd/yyyy): 02/27/14

*Note: This form is to be completed by an individual executive or financial officer of the consultant 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 proposal submitted in conjunction with the agreement.

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:

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
BergerABAM Inc.

whose address is

33301 Ninth Avenue S, Suite 300, Federal Way, WA 98003

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 Washington State DOT 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.

BergerABAM Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/12/16

Date

Agreement Number:

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official

☐ Other

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

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

I acknowledge that this certificate is to be furnished to the Washington State DOT
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:

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.

BergerABAM Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/12/16

Date

Agreement Number:

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.

BergerABAM Inc.

Consultant (Firm Name)

Hobbs

1/12/16

Signature (Authorized Official of Consultant)

Date _____

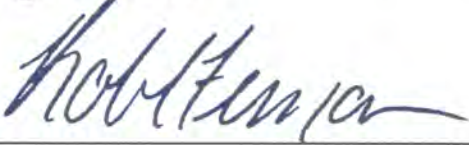
Agreement Number:

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 2016-2017 On-Call Civil Engineering Svcs * are accurate, complete, and current as of 1/12/16 **.

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

Firm: BergerABAM Inc.



Signature

Vice President

Title

Date of Execution***: 1/12/16

*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:

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:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

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:

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:

THIS PAGE LEFT INTENTIONALLY BLANK

Local Agency Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Does this Require DES filing? ☐ Yes ☐ No

Firm/Organization Legal Name (do not use dba's): Exeltech Consulting, Inc.			
Address 8729 Commerce Pl Dr NE		Federal Aid Number	
UBI Number 601266522		Federal TIN or SSN Number 91-1491880	
Execution Date		Completion Date 12/31/2017	
1099 Form Required ☐ Yes ☐ No		Federal Participation ☒ Yes ☐ No	
Project Title City of Des Moines 2016-2017 On-Call Civil Engineering Services			
Description of Work On-Call Civil Engineering Services			
☐ Yes	%	☒ No DBE Participation	Total Amount Authorized: 1000000 Management Reserve Fund: Maximum Amount Payable: 1000000
☐ Yes	%	☒ No MBE Participation	
☐ Yes	%	☒ No WBE Participation	
☐ Yes	%	☒ 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
Exhibit J	Consultant Claim Procedures

Agreement Number:

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

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: Brandon Carver
Agency: City of Des Moines
Address: 21650 11th Ave South
City: Des Moines State: WA Zip: 98198
Email: BCarver@desmoineswa.gov
Phone: (206) 870-6543
Facsimile:

If to CONSULTANT:

Name: Santosh Kuruvilla
Agency: Exeltech Consulting, Inc.
Address: 8729 Commerce Pl Dr NE
City: Lacey State: WA Zip: 98516
Email: Santosh@xltech.com
Phone: (360) 357-8289
Facsimile: (360) 357-8255

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. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and, until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name: Brandon Carver
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: BCarver@desmoineswa.gov
Phone: (206) 870-6543
Facsimile:

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

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

Agreement Number:

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.

Agreement Number:

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.

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

1/13/2016

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:

Exhibit A Scope of Work

Project No.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).
- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

Agreement Number:

Exhibit "A-1"
Scope of Work
2016-2017 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Kpg, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2016 through December 31st, 2017. KPG, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2017, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2018. No new work shall be authorized after December 31st, 2017 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Section V of the agreement, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D for the life of this Agreement. Overhead calculations are included in Appendix D, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit B
DBE Participation

N/A

Agreement Number:

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

B. Roadway Design Files

C. Computer Aided Drafting Files

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations
Exeltech Consulting, Inc.

Discipline or Job Title	Hourly Rate	Overhead @177.16%	Profit @ 30%	Rate Per Hour
Principal In Charge	\$82.00	\$145.27	\$24.60	\$251.87
Sr. Project Manager	\$73.00	\$129.33	\$21.90	\$224.23
Project Manager	\$60.00	\$106.30	\$18.00	\$184.30
Sr. Project Engineer	\$64.00	\$113.38	\$19.20	\$196.58
Project Engineer	\$46.00	\$81.49	\$13.80	\$141.29
Design Engineer	\$33.00	\$58.46	\$9.90	\$101.36
Envrionmental Planner	\$56.00	\$99.21	\$16.80	\$172.01
CADD Tech	\$38.00	\$67.32	\$11.40	\$116.72
Construction Manager/RE	\$63.00	\$111.61	\$18.90	\$193.51
Construction Inspector	\$52.00	\$92.12	\$15.60	\$159.72
Office Engineer	\$47.00	\$83.27	\$14.10	\$144.37
Administration	\$46.00	\$81.49	\$13.80	\$141.29

Exhibit E
Subconsultant Cost Computations
Aqua Terra

Discipline or Job Title	Hourly Rate	Overhead @ 110%	Profit @ 30%	Rate Per Hour
Principal Investigator	\$42.00	\$46.62	\$12.60	\$101.22
Project Archaeologist	\$20.00	\$22.20	\$6.00	\$48.20
Senior Archaeologist	\$32.00	\$35.52	\$9.60	\$77.12
Architectural Historian	\$32.00	\$35.52	\$9.60	\$77.12
Field Technican	\$17.00	\$18.87	\$5.10	\$40.97

Exhibit E
Subconsultant Cost Computations
Fehr and Peers

Discipline or Job Title	Hourly Rate	Overhead @ 176.17%	Profit @ 30%	Rate Per Hour
Principal III	\$95.00	\$167.36	\$28.50	\$290.86
Principal II	\$90.00	\$158.55	\$27.00	\$275.55
Principal I	\$72.12	\$127.05	\$21.64	\$220.81
Sr Associate I	\$67.90	\$119.62	\$20.37	\$207.89
Associate II	\$60.58	\$106.72	\$18.17	\$185.48
Associate I	\$55.28	\$97.39	\$16.58	\$169.25
Sr Engineer/Planner III	\$55.29	\$97.40	\$16.59	\$169.28
Sr Engineer/Planner II	\$44.71	\$78.77	\$13.41	\$136.89
Sr Engineer/Planner I	\$39.42	\$69.45	\$11.83	\$120.69
Engineer/Planner III	\$37.50	\$66.06	\$11.25	\$114.81
Engineer/Planner II	\$31.25	\$55.05	\$9.38	\$95.68
Engineer/Planner I	\$30.77	\$54.21	\$9.23	\$94.21
Sr Technician III	\$39.50	\$69.59	\$11.85	\$120.94
Technician III	\$35.10	\$61.84	\$10.53	\$107.47
Sr Administrative Asst III	\$35.58	\$62.68	\$10.67	\$108.94
Sr. Administrative Asst II	\$33.65	\$59.28	\$10.10	\$103.03
Intern	\$25.00	\$44.04	\$7.50	\$76.54

Exhibit E
Subconsultant Cost Computations
Geoengineers

Discipline or Job Title	Hourly Rate	Overhead @ 213.19%	Profit @ 30%	Rate Per Hour
Principal	\$69.48	\$148.12	\$20.84	\$238.45
Associate	\$62.06	\$132.31	\$18.62	\$212.98
Senior Engineer/Scientist	\$52.34	\$111.58	\$15.70	\$179.63
Project Engineer/Scientist	\$38.56	\$82.21	\$11.57	\$132.33
Engineer/Scientist 3	\$34.24	\$73.00	\$10.27	\$117.51
Engineer/Scientist 2	\$30.97	\$66.02	\$9.29	\$106.29
Engineer/Scientist 1	\$29.09	\$62.02	\$8.73	\$99.83
CAD Designer	\$32.60	\$69.50	\$9.78	\$111.88
Senior Technician	\$26.01	\$55.45	\$7.80	\$89.26
Technician	\$17.00	\$36.24	\$5.10	\$58.34
Administrator 3	\$34.46	\$73.47	\$10.34	\$118.26
Administrator 2	\$24.94	\$53.17	\$7.48	\$85.59

Exhibit E
Subconsultant Cost Computations
Mayes Testing Engineers

Discipline or Job Title	Hourly Rate	Overhead @ 159%	Profit @ 30%	Rate Per Hour
Principal Engineer	\$70.50	\$112.10	\$21.15	\$203.75
Staff Engineer	\$42.25	\$67.18	\$12.68	\$122.10
Engineering Technician	\$33.00	\$52.47	\$9.90	\$95.37
Project Coordinator	\$24.25	\$38.56	\$7.28	\$70.08
Special Inspector	\$36.00	\$57.24	\$10.80	\$104.04
NDE Inspector - Level II	\$36.50	\$58.04	\$10.95	\$105.49
Liscensed Inspectors/Lab Techs	\$35.00	\$55.65	\$10.50	\$101.15

Exhibit E
Subconsultant Cost Computations
Pace Engineers, Inc.

Discipline or Job Title	Hourly Rate	Overhead @ 190.48%	Profit @ 30%	Rate Per Hour
Sr. Principal Surveyor	\$51.73	\$98.53	\$15.52	\$165.78
CAD Manager	\$47.83	\$91.11	\$14.35	\$153.30
Principal Surveyor	\$45.08	\$85.86	\$13.52	\$144.46
Inspector II	\$40.00	\$76.19	\$12.00	\$128.19
GIS Analyst III	\$37.00	\$70.48	\$11.10	\$118.58
Cad Drafter III	\$35.63	\$67.86	\$10.69	\$114.17
Project Surveyor	\$35.24	\$67.12	\$10.57	\$112.93
Engineer II	\$32.72	\$62.33	\$9.82	\$104.88
GIS Analyst II	\$32.20	\$61.33	\$9.66	\$103.19
Survey Tech II	\$31.89	\$60.74	\$9.57	\$102.20
Survey Technician I	\$30.17	\$57.47	\$9.05	\$96.69
Engineer I	\$29.54	\$56.26	\$8.86	\$94.66
Party Chief	\$28.50	\$54.29	\$8.55	\$91.34
Project Administrator	\$27.39	\$52.18	\$8.22	\$87.79
Cad Drafter II	\$27.38	\$52.15	\$8.21	\$87.75
Office Tech III	\$21.88	\$41.68	\$6.56	\$70.12
Office Tech II	\$19.11	\$36.40	\$5.73	\$61.24
GPS Assistant	\$12.57	\$23.93	\$3.77	\$40.27

Exhibit E
Subconsultant Cost Computations
SvR

Discipline or Job Title	Hourly Rate	Overhead @ 191.93%	Profit @ 30%	Rate Per Hour
EIT	\$ 29.45	\$56.52	\$8.84	\$94.81
Tech	\$ 29.00	\$55.66	\$8.70	\$93.36
Landscape Architect	\$ 34.04	\$65.33	\$10.21	\$109.58
Sr Engineer I	\$ 46.27	\$88.81	\$13.88	\$148.96
Sr Engineer III	\$ 56.73	\$108.88	\$17.02	\$182.63
LA II	\$ 36.04	\$69.17	\$10.81	\$116.02
Sr Engineer III	\$ 55.81	\$107.12	\$16.74	\$179.67
SR LA II	\$ 47.74	\$91.63	\$14.32	\$153.69
Sr Engineer III	\$ 56.73	\$108.88	\$17.02	\$182.63
Engineer IV	\$ 42.10	\$80.80	\$12.63	\$135.53
Sr Project Assistant/Office Manager	\$ 36.38	\$69.82	\$10.91	\$117.12
Engineer IV	\$ 42.10	\$80.80	\$12.63	\$135.53
Sr Landscape Architect I	\$ 45.00	\$86.37	\$13.50	\$144.87
Sr Engineer II	\$ 51.44	\$98.73	\$15.43	\$165.60
Sr Engineer II	\$ 25.75	\$49.42	\$7.73	\$82.90
LA II	\$ 35.09	\$67.35	\$10.53	\$112.97
SR LA II	\$ 42.53	\$81.63	\$12.76	\$136.92
EIT	\$ 33.76	\$64.80	\$10.13	\$108.68
Engineer IV	\$ 46.14	\$88.56	\$13.84	\$148.54
Engineer III	\$ 42.39	\$81.36	\$12.72	\$136.47
Principal	\$ 73.55	\$141.16	\$22.07	\$236.78
Planner I	\$ 28.25	\$54.22	\$8.48	\$90.95
Office Assistant	\$ 19.65	\$37.71	\$5.90	\$63.26
Principal	\$ 88.46	\$169.78	\$26.54	\$284.78
Engineer IV	\$ 43.66	\$83.80	\$13.10	\$140.55
Principal III	\$ 88.46	\$169.78	\$26.54	\$284.78
Senior Technician II	\$ 35.09	\$67.35	\$10.53	\$112.97

Exhibit E
Subconsultant Cost Computations
Universal Field Services, Inc.

Discipline or Job Title	Hourly Rate	Overhead @ 46.97%	Profit @ 30%	Rate Per Hour
Project Oversight / Project Manager	\$55.30	\$25.97	\$16.59	\$97.86
Project Manager / Senior Acquisition - Relo	\$44.00	\$20.67	\$13.20	\$77.87
Senior Acquisition - Relocation Specialist	\$39.00	\$18.32	\$11.70	\$69.02
Senior Acquisition - Relocation Specialist	\$39.00	\$18.32	\$11.70	\$69.02
Senior Acquisition Specialist	\$40.00	\$18.79	\$12.00	\$70.79
Senior Acquisition Specialist	\$37.00	\$17.38	\$11.10	\$65.48
Acquisition Specialist	\$33.00	\$15.50	\$9.90	\$58.40
Senior Administrative Specialist / Project Co	\$30.00	\$14.09	\$9.00	\$53.09

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:

Exhibit G ***Certification Documents***

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Exeltech Consulting, Inc.

whose address is

8729 Commerce Pl Dr NE; Lacey, WA 98516

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 WSDOT
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.

Exeltech Consulting, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/13/2016

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Des Moines

I hereby certify that I am the:

☒ Agency Official

☐ Other

of the _____, and
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
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: _____

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.

Exeltech Consulting, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

1/13/2016
Date

Agreement Number:

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.

Exeltech Consulting, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/13/2016

Date

Agreement Number:

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 Exeltech Consulting, Inc. ^{**} are accurate, complete, and current as of January 13, 2015.

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: Exeltech Consulting, Inc.



Signature

1/13/2015

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:

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 \$

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

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: \$

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

Agreement Number:

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☐ Agency Official

☐ Other

of the City of Des Moines, and
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
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:

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:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number: _____

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:

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:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): HWA GeoSciences Inc.		
Address 21312 30th Drive SE, Bothell, WA 98021	Federal Aid Number	
UBI Number 600404388	Federal TIN or SSN Number 911142610	
Execution Date	Completion Date December 31, 2017	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: \$1,000,000

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:

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

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:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name: Bryan Hawkins
Agency: HWA GeoSciences Inc.
Address: 21312 30th Drive SE, Ste. 110
City: Bothell State: WA Zip: 98021
Email: bhawkins@hwageo.com
Phone: 425.774.0106
Facsimile: 425.774.2714

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

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

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

Agreement Number:

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.

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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.

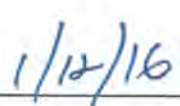
"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

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



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:

Exhibit "A-1"
Scope of Work
2016-2017 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Kpg, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2016 through December 31st, 2017. KPG, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2017, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2018. No new work shall be authorized after December 31st, 2017 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Section V of the agreement, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D for the life of this Agreement. Overhead calculations are included in Appendix D, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

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

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

See Attachment Exhibit D

Agreement Number:

HWA GEOSCIENCES INC.

2016 HOURLY AND BILLING RATES
(Effective 01/01/2016)

EMPLOYEE	TITLE	HOURLY RATE		Overhead 1.912	Fixed Fee 30.00%	Billing Rate
Sa Hong	Principal IX	\$82.93	*	\$158.56	\$24.88	\$266.37
Ralph Boirum	Principal IX	\$82.93	*	\$158.56	\$24.88	\$266.37
Arnie Sugar	Principal VIII	\$74.04		\$141.56	\$22.21	\$237.81
Steve Greene	Geologist VII	\$57.45		\$109.85	\$17.24	\$184.54
Bryan Hawkins	Geotechnical Engineer VI	\$52.88		\$101.12	\$15.87	\$169.87
Jeoffrey Thompson	Geologist VII	\$50.00		\$95.60	\$15.00	\$160.60
Donald Huling	Geotechnical Engineer VI	\$52.88		\$101.12	\$15.87	\$169.87
Christopher Jackson	Geotechnical Engineer IV	\$42.31		\$80.90	\$12.69	\$135.90
JoLyn Gillie	Geotechnical Engineer IV	\$43.75		\$83.65	\$13.13	\$140.53
Sandybell Ramos-Martinez	Geotechnical Engineer III	\$37.02		\$70.78	\$11.11	\$118.91
Nicole Kapise	Geologist IV	\$34.61		\$66.17	\$10.38	\$111.17
Brad Thurber	Geologist V	\$32.69		\$62.51	\$9.81	\$105.01
Vasiliy Babko	Contracts Administrator	\$32.21		\$61.59	\$9.66	\$103.46
Ali Sirjani	Geotechnical Engineer I	\$30.05		\$57.46	\$9.02	\$96.52
Stephen Hadley	Geotechnical Engineer I	\$29.80		\$56.98	\$8.94	\$95.72
Jessica Herrera	Lab/Field Technician II	\$28.85		\$55.15	\$8.65	\$92.65
Bret Salazar	Geologist II	\$26.20		\$50.10	\$7.86	\$84.16
Heather Bray	Geologist I	\$25.48		\$48.72	\$7.64	\$81.84
Seth Pemble	Geologist I	\$25.48		\$48.72	\$7.64	\$81.84
Elizabeth Kinney	CAD	\$22.60		\$43.20	\$6.78	\$72.58
Austin York	Geologist I	\$22.00		\$42.06	\$6.60	\$70.66
Christiana Fisk	Administrative Support	\$21.25		\$40.63	\$6.38	\$68.26
Daniel Walton	Lab/Field Technician I	\$20.00		\$38.24	\$6.00	\$64.24
Jacob Thurber	Lab/Field Technician I	\$15.00		\$28.68	\$4.50	\$48.18
Adam Chidester	Lab/Field Technician I	\$15.00		\$28.68	\$4.50	\$48.18

Notes: * Represents Capped Billing Rate



**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

June 30, 2015

HWA GeoSciences, Inc.
21312 - 30th Drive SE, Suite 110
Bothell, WA 98021-7010

Subject: Acceptance FYE 2014 ICR – Risk Assessment Review

Dear Vasiliy P. Babko:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2014 ICR of 191.20%. 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:kal

HWA GEOSCIENCES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS, AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2014

Description	Financial Stmt Expense	Unallowable Costs	FAR Ref	Total Proposed	% of Direct Labor
Direct Labor	\$ 821,288	\$ -		\$ 821,288	
INDIRECT COSTS					
Fringe Benefits:					
Personal paid leave	\$ 160,246	\$ -		\$ 160,246	
Incentive compensation	19,160	-		19,160	
401(k) plan	33,699	-		33,699	
Employee group insurance	126,827	-		126,827	
Payroll taxes	140,414	(1,740)	(1)	138,674	
Workers compensation	5,100	2,108	(2)	7,208	
Other employee benefits	1,301	-		1,301	
Total Fringe Benefits	\$ 486,747	\$ 368		\$ 487,115	59.31%
General Overhead:					
Indirect labor	\$ 451,285	\$ (37,484)	(3)(4)	\$ 413,801	
Automobile	8,920	(741)	(5)	8,179	
Bank charges and processing fee	3,941	-		3,941	
Bid and proposals	79,769	-		79,769	
Business development	21,502	(21,414)	(4)	88	
Contributions	930	(930)	(6)	-	
Depreciation and amortization	26,548	-		26,548	
Dues and professional licenses	4,597	-		4,597	
Insurance	80,910	(2,400)	(7)	78,510	
Interest expense	8,450	(8,450)	(7)	-	
Meals expense	4,280	(383)	(5)(8)	3,897	
Office supplies and postage	26,064	-		26,064	
Professional services	79,976	(22,543)	(3)	57,433	
Rent and utilities	246,990	-		246,990	
Repairs and maintenance	11,993	-		11,993	
Seminars and professional educat	19,295	(1,753)	(5)(9)	17,542	
Supplies	8,054	-		8,054	
Taxes and licenses	113,940	(60,543)	(7)(9)(10)(11)	53,397	
Telecommunications	58,911	-		58,911	
Travel	8,061	(1,567)	(9)	6,494	
Recovery Accounts	(12,341)	(13,048)	(12)	(25,389)	
Total General Overhead	\$ 1,252,075	\$ (171,256)		\$ 1,080,819	131.60%
Total Indirect Costs	\$ 1,738,822	\$ (170,888)		\$ 1,567,934	190.91%
Facilities Capital Cost of Money (FCCM)				\$ 2,356	0.29%

See accompanying independent auditors' report and notes.

HWA GEOSCIENCES, INC.
DESCRIPTION OF FAR REFERENCES AND AUDIT ADJUSTMENTS
FOR THE YEAR ENDED DECEMBER 31, 2014

- (1) 31.201-6 (a) - Accounting for unallowable costs - When an unallowable cost is incurred, its directly associated costs are also unallowable.
- (2) 31.201-2 (d) Determining allowability - Documentation adequate to demonstrate that costs have been incurred are allowable.
- (3) 31.205-27 (a) (2) Organization costs - All costs incurred in connection with planning or executing the organization or reorganization of the corporate structure of a business, including mergers and acquisitions, or raising capital are unallowable.
- (4) 31.205-1 (f) Public relations and advertising costs - Public relations and advertising costs designed to call favorable attention to the contractor and its activities is unallowable.
- (5) 31.201-2(d) Determining allowability - Costs not supported with documentation are unallowable.
- (6) 31.205-8 Contributions or donations - Contributions or donations are unallowable.
- (7) 31.205-20 - Interest and other financial costs - Interest on borrowings (however represented) are unallowable.
- (8) 31.205-51 The costs of alcoholic beverages is unallowable.
- (9) 31.205-14 - Entertainment costs - Costs of amusement, diversions, social activities, and any directly associated costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities are unallowable.
- (10) 31.205-15 Fine, penalties, and mischarging costs - Costs of fines and penalties are unallowable.
- (11) 31.205-41 (b) (1) Taxes - Federal income and excess profits taxes are unallowable
- (12) 31.201-1 (a) Composition of total costs - Costs unrelated to labor based contracts should be eliminated from overhead calculation.

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.

Agreement Number:

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:

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HWA GeoSciences Inc.

whose address is

21312 30th Drive SE Suite 110 Bothell, WA 98021

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 Agency Official 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.

HWA GeoSciences Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/12/16

Date

Agreement Number:

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☐

☐ Other

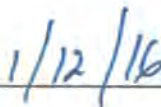
of the _____, and
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- 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
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:

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.

HWA GeoSciences Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/12/16

Date

Agreement Number:

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.

HWA GeoSciences Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/12/16

Date

Agreement Number:

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 _____
as of _____ ** are accurate, complete, and current

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:

Signature

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:

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 \$

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

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: \$

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

Agreement Number:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (425) 771-5197 Fax: (425) 673-4427

ORION INSURANCE GROUP, INC.

3405 188TH ST SW

SUITE #302

LYNNWOOD WA 98037

INSURED

HWA GEOSCIENCES INC.

21312 30TH DRIVE SE, SUITE 110

BOTHELL WA 98021-7010

CONTACT NAME: Chris

PHONE (425) 771-5197

FAX (425) 673-4427

E-MAIL ChrisDay@OrionInsGroup.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : RLI Insurance

42846

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: 15818

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOG	X	X	PSB0002638	12/01/15	12/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	X	PSA0001635	12/01/15	12/01/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (per accident) \$
X	UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	X	X	PSE0001834	12/01/15	12/01/16	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	PSB0002638	12/01/15	12/01/16	WC STATUTORY LIMITS \$ OTH ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			RDP0017877	12/01/15	12/01/16	\$2,000,000 Each Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All projects

All required parties are listed as additional insureds with primary non-contributory wording and a waiver of subrogation in their favor. 30 days cancellation notice will be given prior to cancellation or modification of any policies except for reason of non payment.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher R. Day

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

3. Coverage does not apply for "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
4. This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

J. Who Is An Insured – Unnamed Partnership Or Joint Venture

1. The last paragraph of **Section II C. Who Is An Insured**: is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However this limitation does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Declarations, and
- b. In which you are a member or partner but only if
 - (i) Each and every member or partner in that joint venture or partnership is not a construction contractor, and
 - (ii) The joint venture or partnership is not providing construction contracting services.
2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.
3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment

Section II C. Who Is An Insured is amended to include as an insured:

1. Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:
 - a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you have entered into that contract or agreement; and

- (1) Only if the "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or

- (2) The "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this provision is subject to the following:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations, whichever are less; and

- b. The insurance afforded to such additional insured does not apply:

- (1) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after you cease to be a tenant in that premises;

- (2) To any structural alterations, construction or demolition operations performed by or on behalf of such additional insured;

- (3) To any premises for which coverage is excluded by another endorsement to this Coverage Part;

- (4) To any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense committed, after the equipment lease expires; or

- (5) If the equipment is leased with an operator.

3. This provision does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

**S. Waiver Of Transfer Of Rights Of Recovery
Against Others To Us**

SECTION III – COMMON POLICY CONDITIONS

Paragraph K.2. **Transfer of Rights of Recovery
Against Others to Us (BUT APPLICABLE ONLY
TO SECTION II – LIABILITY)** is deleted and
replaced by the following:

2. Applicable to Business Liability Coverage:

We waive any rights of recovery we may have
against any person or organization because of
payments we make for "bodily injury", "property
damage", "personal injury and advertising injury"
arising out of:

- a. Premises owned by you, temporarily occu-
pied by you with permission of the owner, or
leased or rented to you;

- b. Ongoing and completed operations
performed by you, or on your behalf, under a
contract or agreement with that person or
organization;
- c. Your "work"; or
- d. "Your products".

We waive these rights only where you have
agreed to do so as part of a contract or agree-
ment entered into by you before the "bodily
injury" or "property damage" occurs or the
"personal and advertising injury" offense is
committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS**, **A. Loss Conditions**, **5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, **C. Limit Of Insurance**, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location
- B. Additional Insured – Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:

- (1) injury and damage included in the products-completed operations hazard or;
- (2) any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT 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:

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: _____

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): KPFF Consulting Engineers		
Address 1601 Fifth Avenue So., Suite 1600	Federal Aid Number n/a	
UBI Number 578-063-612	Federal TIN or SSN Number 91-0755897	
Execution Date	Completion Date 12/31/2017	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No	
Project Title 2016-2017 On-Call Civil Engineering Services		
Description of Work On-call engineering services as requested on a task order basis.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: \$1,000,000.00

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:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines 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:

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: R. Brandon Carver, PE
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: bcarver@desmoineswa.gov
Phone: 206-870-6543
Facsimile:

If to CONSULTANT:

Name: Justin Matthews, PE
Agency: KPFF Consulting Engineers
Address: 1601 Fifth Avenue So., Suite 1600
City: Seattle State: WA Zip: 98101
Email: justin.matthews@kpff.com
Phone: 206-926-0478
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 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:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name: R. Brandon Carver, PE
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: bcarver@desmoineswa.gov
Phone: 206-870-6543
Facsimile:

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

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

Agreement Number:

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.

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

1/13/16

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:

Exhibit A
Scope of Work

Project No.

See attached Exhibit A

Agreement Number:

Exhibit "A-1"
Scope of Work
2016-2017 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Kpg, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2016 through December 31st, 2017. KPG, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2017, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2018. No new work shall be authorized after December 31st, 2017 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Section V of the agreement, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D for the life of this Agreement. Overhead calculations are included in Appendix D, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit B
DBE Participation

Agreement Number:

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

See attached Exhibit A - Scope of Work

B. Roadway Design Files

See attached Exhibit A - Scope of Work

C. Computer Aided Drafting Files

See attached Exhibit A - Scope of Work

Agreement Number:

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

See attached Exhibit A - Scope of Work

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

See attached Exhibit A - Scope of Work

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

See attached Exhibit A - Scope of Work

Agreement Number:

II. Any Other Electronic Files to Be Provided

See attached Exhibit A - Scope of Work

III. Methods to Electronically Exchange Data

See attached Exhibit A - Scope of Work

A. Agency Software Suite

See attached Exhibit A - Scope of Work

B. Electronic Messaging System

See attached Exhibit A - Scope of Work

C. File Transfers Format

See attached Exhibit A - Scope of Work

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D

Agreement Number:

KPFF Consulting Engineers

Min/Max Rates for Billing Classification

2016-2017 On-Call Civil Engineering Services

Employee Class	Direct Labor Rate		Overhead		Fixed Fee		Billing Rate	
			132.62%		30% on Direct Labor			
	Min	Max	Min	Max	Min	Max	Min	Max
Technical Specialist	\$ 95.00	\$ 98.80	\$ 125.99	\$ 131.03	\$ 28.50	\$ 29.64	\$ 249.49	\$ 259.47
Director	\$ 81.93	\$ 85.21	\$ 108.66	\$ 113.00	\$ 24.58	\$ 25.56	\$ 215.16	\$ 223.77
Project Manager	\$ 65.77	\$ 68.40	\$ 87.22	\$ 90.71	\$ 19.73	\$ 20.52	\$ 172.73	\$ 179.63
Principal	\$ 62.50	\$ 64.39	\$ 82.89	\$ 85.39	\$ 18.75	\$ 19.32	\$ 164.14	\$ 169.09
Sr. Engineer	\$ 47.89	\$ 71.41	\$ 63.51	\$ 94.70	\$ 14.37	\$ 21.42	\$ 125.77	\$ 187.53
Planner	\$ 42.12	\$ 43.80	\$ 55.86	\$ 58.09	\$ 12.64	\$ 13.14	\$ 110.62	\$ 115.04
Surveyor	\$ 29.25	\$ 43.20	\$ 38.79	\$ 57.29	\$ 8.78	\$ 12.96	\$ 76.82	\$ 113.46
Sr. CAD Tech	\$ 41.54	\$ 43.20	\$ 55.09	\$ 57.29	\$ 12.46	\$ 12.96	\$ 109.09	\$ 113.46
CAD Tech	\$ 25.47	\$ 39.90	\$ 33.78	\$ 52.92	\$ 7.64	\$ 11.97	\$ 66.89	\$ 104.80
Project Coordinator	\$ 23.66	\$ 35.10	\$ 31.38	\$ 46.55	\$ 7.10	\$ 10.53	\$ 62.14	\$ 92.18
Project Engineer	\$ 23.65	\$ 48.00	\$ 31.36	\$ 63.65	\$ 7.10	\$ 14.40	\$ 62.11	\$ 126.05
Administration	\$ 17.50	\$ 18.20	\$ 23.21	\$ 24.14	\$ 5.25	\$ 5.46	\$ 45.96	\$ 47.80

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.

See attached Exhibit E

Agreement Number:

Date 1/6/16

Company Name: Casseday Consulting

Address: 9726 NE 138th Place

City/ State/ Zip Kirkland, WA 98034-1808

ICR

Fixed Fee

1.1

0.3

Subject: Safe Harbor Hourly Rate Statement

Attention: Manager, Consultant Services Office

Below are the highest anticipated hourly billing rates for the identified labor classifications.

Casseday Consulting certifies they have an accounting system that contains separate accounts or sub-accounts for unallowable costs in accordance with FAR (48 CFR Part 31), and the capacity to track direct costs that are allocable directly to projects.

Casseday Consulting also certifies they have a labor- charging/ time keeping system that is complete and sufficiently detailed to allow for a proper determination of direct and indirect labor costs.

Labor Classification	Labor Rate	Indirect Cost Rate	Fixed Fee	NTE Rate
Principal Traffic Engineer	\$90.00	\$99.00	\$27.00	\$216.00
Traffic Analyst	\$50.00	\$55.00	\$15.00	\$120.00
Office Manager	\$50.00	\$55.00	\$15.00	\$120.00

Add Row

Delete Row

Respectfully,

Signature



Title

Owner



**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 27, 2015

Katherine Casseday, Principal
Casseday Consulting
9726 NE 138th Pl
Kirkland, WA 98034-1808

Re: Casseday Consulting
Safe Harbor Indirect Cost Rate

Dear Ms. Casseday:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Casseday Consulting. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for Casseday Consulting. The Safe Harbor rate is effective on July 27, 2015.

Casseday Consulting has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor rate of 110% will expire on June 30, 2016.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you, or any representatives of Casseday Consulting have any questions, please contact Brian Stallman, Schatzie Harvey, or Steve McKerney at (360)705-7003.

Sincerely,

Schatzie Harvey
WSDOT Agreement Compliance Audit Manager

SH:bs

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Katherine G Casseday, dba Casseday Consulting

Project Number/Name: Seattle DOT: NE 45th Street Seismic Final Design

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110%. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

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

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature: Katherine G Casseday

*Name of Certifying Official (Print): Katherine G Casseday

*Title: Owner, Principal Traffic Engineer

Date of Certification (mm/dd/yyyy): 07/24/2015

*Note: This form is to be completed by an individual executive or financial officer of the consultant 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 proposal submitted in conjunction with the agreement.

ESA
5309 Shilshole Ave NW, Suite 200
Seattle, WA 98107

2016 – 2017 City of Des Moines on call for Engineering services

Billing Rate Range

Direct Labor Rates				
Job Classification	Minimum		Maximum	
	Hourly		Hourly	
Senior Director	\$	75.00	\$	87.00
Director	\$	60.00	\$	75.00
Senior Managing Associate	\$	55.00	\$	61.00
Managing Associate	\$	44.00	\$	46.00
Technical Associate	\$	40.00	\$	45.00
Senior Associate II	\$	32.00	\$	40.00
Senior Associate I	\$	30.00	\$	39.00
Associate III	\$	25.00	\$	34.00
Associate II	\$	23.00	\$	33.00
Associate I	\$	20.00	\$	30.00
Graphic/GIS Analyst	\$	29.00	\$	32.00
Senior Administrative	\$	27.00	\$	33.00
Administrative	\$	24.00	\$	26.00
Clerical	\$	20.00	\$	23.00



**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 21, 2015

Environmental Science Associates (ESA)
550 Kearny Street, Suite 800
San Francisco, CA 94108

Subject: Acceptance FYE 2014 ICR – Audit Office Review

Dear Ms. Jean Chen:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2014 Indirect Cost Rate (ICR) of 209.12%. 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:rck



Memorandum

July 16, 2015

TO: Erik Jonson, WSDOT Contracts Administrator

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

SUBJECT: Environmental Science Associates and Subsidiaries Indirect Cost Rate
for Fiscal Year End December 31, 2014

We accept the audit work performed by Gusman & Associates related to the Environmental Science Associates and Subsidiaries (ESA) Indirect Cost Rate for the above referenced fiscal year, with one exception. Through coordination with the firm, we applied an additional adjustment for unallowable stock option compensation. Gusman & Associates audited the ESA 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, with the exception of the stock option compensation, we are issuing this memo establishing the Environmental Science Associates Indirect Cost Rate for fiscal year ending December 31, 2014 at 209.12% of direct labor.

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

Certification of Final Indirect Costs

Firm Name: Environmental Science Associates and Subsidiaries

Indirect Cost Rate Proposal: 209.12%

Date of Proposal Preparation (mm/dd/yyyy): 7/16/2015

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): FYE December 31, 2014

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): Greg Thornton

Title: VP-CFO

Date of Certification (mm/dd/yyyy): 07/16/2015

*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/legregs/directives/orders/44701a.htm>

Environmental Science Associates and Subsidiaries
Indirect Cost Rate Schedule
For the Year Ended December 31, 2014

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	\$13,929,895				\$13,929,895	100.00%
Indirect Costs:						
Fringe Benefits						
Fringe Benefits - Vacation	\$1,756,999				\$1,756,999	12.61%
Fringe Benefits - Sick	694,350				694,350	4.98%
Fringe Benefits - Holiday	919,729				919,729	6.60%
Fringe Benefits - Jury Duty	16,719				16,719	0.12%
Fringe Benefits - Personal	14,950				14,950	0.11%
Fringe Benefits - Severance	40,816	(\$40,816)		R	-	0.00%
Fringe Benefits - Bereavement Leave	26,369				26,369	0.19%
Health Insurance	2,386,540				2,386,540	17.13%
Dental Insurance	190,274				190,274	1.37%
Vision Insurance	25,682				25,682	0.18%
Life Insurance	123,116				123,116	0.88%
401k Matching Contribution	278,278				278,278	2.00%
Employee Bonus	288,067	(18,351)		Q	269,716	1.94%
Performance Bonus Plan	1,694,003				1,694,003	12.16%
Social Security Taxes	1,953,302				1,953,302	14.02%
CA Unemployment Tax (UCI)	178,948				178,948	1.28%
Tri-Met (Portland - City Tax)	14,033				14,033	0.10%
Fed Unemployment Taxes (Futa)	46,941				46,941	0.34%
Worker's Comp Insurance	242,118				242,118	1.74%
ESOP Contribution	1,248,529				1,248,529	8.96%
Stock Options Compensation	206,966		(\$206,966)	Y	-	0.00%
Fringe Benefit - Commuter Checks	137,193				137,193	0.98%
Misc Employee Benefits	6,887				6,887	0.05%
Fringe Benefits		(41,567)		W	(41,567)	-0.30%
Total Fringe Benefits	\$12,490,810	(\$100,733)	(\$206,966)		\$12,183,111	87.46%
General Overhead						
Indirect Labor Expense	\$9,929,950	(\$193,334)		K, M, Y, T	\$9,736,616	69.90%
Rent	3,220,631				3,220,631	23.12%
Office Supplies	212,791	(8,562)		B, D	204,229	1.47%
Computer Supplies / Equipment	48,750				48,750	0.35%
GIS Computer Supplies	2,130				2,130	0.02%
Office Equipment	18,480				18,480	0.13%
Equipment Maintenance	261,817				261,817	1.88%
Software Maintenance	283,291				283,291	2.03%
Equipment Rental	46,546				46,546	0.33%
Telephone	321,793				321,793	2.31%
Internet Connection/Backup Circuit	65,464				65,464	0.47%
Frame Relay (WAN Circuit)	270,138				270,138	1.94%
Postage	120,251				120,251	0.86%

Environmental Science Associates and Subsidiaries
Indirect Cost Rate Schedule
For the Year Ended December 31, 2014

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Marketing Supplies & Services	106,454	(106,454)		B	-	0.00%
Advertising & Promotions	2,857	(2,857)		A	-	0.00%
Education/Training	119,716				119,716	0.86%
Conference / Meetings	163,587	(117,367)		B	46,220	0.33%
Dues / Subscriptions	122,986	(3,320)		B	119,666	0.86%
Recruiting & Relocation	129,230	(69,490)		S, AB	59,740	0.43%
Airfare	153,508	(16,374)		B	137,134	0.98%
Other Travel & Subsistence	646,109	(182,175)		B, E, H, J, V	463,934	3.33%
Employee Relations	125,126	(125,126)		L	-	0.00%
Legal & Accounting Fees	217,360	(59,820)		O, Y, U	157,540	1.13%
Insurance	386,365				386,365	2.77%
Outside Consultants	445,838	(1,455)		B, C, S	444,383	3.19%
Business Taxes and Licenses	240,368				240,368	1.73%
Charitable Contributions	24,050	(24,050)		F	-	0.00%
Bad Debt Expense	16,865	(16,865)		G	-	0.00%
ESOP Expenses	53,550				53,550	0.38%
Bank Fee	14,942	(14,942)		H	-	0.00%
Cost Recovery	(374,044)				(374,044)	-2.69%
Communication Cost Recovery	(554,667)				(554,667)	-3.98%
Depreciation	982,647				982,647	7.05%
Amortization	170,911	(170,911)		N	-	0.00%
Printing - External	49,312				49,312	0.33%
Printing	14,537				14,537	0.10%
Other Income/Expenses	44,424	(44,424)		H, X	-	0.00%
Interest Income	(6,463)	6,463		I	-	0.00%
VEI Expense	479,519	(479,519)		V	-	0.00%
Interest Expense	58,209	(58,209)		I	-	0.00%
Tax Expense	17,385	(17,385)		P	-	0.00%
Acquisitions Cost	393,465	(393,465)		S	-	0.00%
Miscellaneous	3,742	(3,742)		H	-	0.00%
Total General Overhead	\$19,049,918	(\$2,103,381)	\$0		\$16,946,537	121.66%
Total Indirect Costs & Overhead	\$31,540,727	(\$2,204,113)	(\$206,966)		\$29,129,648	209.12%
Indirect Cost Rate	226.42%	210.60%			209.12%	

Environmental Science Associates and Subsidiaries - Reviewed and Accepted by JE, 7/16/15
"Indirect Cost Rate still subject to WSDOT Audit"

References

Environmental Science Associates and Subsidiaries Adjustments:

Environmental Science Associates and Subsidiaries. Indirect Cost Rate Audited by Gusman & Associates.

- A Advertising unallowable per 48 CFR 31.205-1(b)
- B Marketing Unallowable per 48 CFR 31.205-1(f)
- C Recruiting and Relocation unallowable per 48 CFR 31.205-35

Environmental Science Associates and Subsidiaries
Indirect Cost Rate Schedule
For the Year Ended December 31, 2014

Description	Financial Statement Amount	ESA Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
D Gifts unallowable per 48 CFR 31.205-13(b)						
E Alcohol unallowable per 48 CFR 31.205-51						
F Contributions unallowable per 48 CFR 31.205-8						
G Bad Debts unallowable per 48 CFR 31.205-3						
H Miscellaneous account unallowable per 48 CFR 31.201-2						
I Interest unallowable per 48 CFR 31.205-20						
J Entertainment unallowable per 48 CFR 31.205-14						
K Marketing labor Unallowable per 48 CFR 31.205-1(f)						
L Holiday Party Expenses in excess of \$25 per person unallowable per 48 CFR 31.205-14						
M Overtime Premium						
N Amortization unallowable per 48 CFR 31.205-49						
O Federal and State Income Tax Preparation are unallowable per 48 CFR 31.205-41(b)(1) and 31.201-6						
P Income Tax unallowable per 48 CFR 31.205-41						
Q Referral bonus unallowable per 48 CFR 31.205-6(f)						
R Severance/Seperation Cost unallowable per 48 CFR 31.205-6(g)						
S Reorganization and Restructuring unallowable per 48 CFR 31.205-27						
T Excess Compensation unallowable per 48 CFR 31.205-6(p)(2)(ii)						
U Legal Costs unallowable per 48 CFR 31.205-47						
V Voluntary deduction						
W Associated Costs						
X Gains and Losses of Fixed Assets unallowable per 48 CFR 31.205-16						
WSDOT Adjustments:						
Y Stock options compensation unallowable per 48 CFR 205-6(i)						

FEHR & PEERS

Rates By Billing Classification

Employee Class	Direct Labor Rate	Overhead	Fixed Fee on Direct Rate	Fully Loaded Rate
		176.17%	30.00%	
Principal III	\$ 95.00	\$ 167.36	\$ 28.50	\$ 290.86
Principal II	\$ 90.00	\$ 158.55	\$ 27.00	\$ 275.55
Principal I	\$ 72.12	\$ 127.05	\$ 21.64	\$ 220.81
Sr Associate I	\$ 67.90	\$ 119.62	\$ 20.37	\$ 207.89
Associate II	\$ 60.58	\$ 106.72	\$ 18.17	\$ 185.48
Associate I	\$ 55.28	\$ 97.39	\$ 16.58	\$ 169.25
Sr Engineer/Planner III	\$ 55.29	\$ 97.40	\$ 16.59	\$ 169.28
Sr Engineer/Planner II	\$ 44.71	\$ 78.77	\$ 13.41	\$ 136.89
Sr Engineer/Planner I	\$ 39.42	\$ 69.45	\$ 11.83	\$ 120.69
Engineer/Planner III	\$ 37.50	\$ 66.06	\$ 11.25	\$ 114.81
Engineer/Planner II	\$ 31.25	\$ 55.05	\$ 9.38	\$ 95.68
Engineer/Planner I	\$ 30.77	\$ 54.21	\$ 9.23	\$ 94.21
Sr Technician III	\$ 39.50	\$ 69.59	\$ 11.85	\$ 120.94
Technician III	\$ 35.10	\$ 61.84	\$ 10.53	\$ 107.47
Sr Administrative Asst III	\$ 35.58	\$ 62.68	\$ 10.67	\$ 108.94



**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

May 14, 2015

Fehr & Peers
100 Pringle Avenue, Suite 600
Walnut Creek, CA 94596

Subject: Acceptance FYE December 26, 2014 ICR – Audit Office Review

Dear Ms. Marion Donnelly:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE December 26, 2014 Indirect Cost Rate (ICR) of 176.17%. 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:rck



Memorandum

May 14, 2015

TO: Erik Jonson, WSDOT Contracts Administrator
FROM:  Jeri Sivertson, WSDOT Assistant Director of Audit

SUBJECT: Fehr & Peers Indirect Cost Rate for Fiscal Year End December 26, 2014

We accept the audit work performed by Dan L. Purvine, CPA, PLLC related to the Fehr & Peers Indirect Cost Rate for the above referenced fiscal year. Mr. Purvine audited the Fehr & Peers 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 Fehr & Peers Indirect Cost Rate for fiscal year ending December 26, 2014, at 176.17% of direct labor.

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 Schatzie Harvey at (360) 705-6967, or via email at HarveyS@wsdot.wa.gov.

Attachment

cc: Steve McKerney
Schatzie Harvey
File

Fehr & Peers
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 26, 2014

Description	Unadjusted Costs	Unallowable Costs	Notes	Allowable Costs	% Direct Labor
<u>DIRECT LABOR</u>	<u>\$10,475,710</u>	<u>-</u>		<u>\$10,475,710</u>	
<u>FRINGE BENEFITS</u>					
Payroll Taxes	1,498,275	(23,058)	b	1,473,216	
Principals' Medical, Life and Disability Insurance	591,704	(60,306)	c	531,398	
Principals' Keyman Life Insurance	15,130	(16,130)	d	-	
Employee Medical, Life and Disability Insurance	1,293,455	-		1,293,455	
Profit Sharing Plan Funding / 401(k)	649,592	-		649,592	
Profit Sharing Administration / 401(k)	8,192	-		8,192	
Vacation/Holiday/Sick	2,272,268	-		2,272,268	
Employee Bonus	782,000	-		782,000	
Principal Bonus	363,975	-		363,975	
Employee Benefits - Other	89,041	(8,652)	e	80,389	
Total Fringe Benefits	7,562,631	(108,147)		7,454,484	
<u>GENERAL OVERHEAD</u>					
Labor - General Marketing / Advertising	491,364	(491,364)	a	-	
Labor - Bids & Proposals	1,645,993	-		1,645,993	
Labor - Direct Selling	109,956	-		109,956	
Indirect Labor - Other	3,898,572	-		3,898,572	
Advertising / Promotion	46,422	(46,422)	f	-	
Direct Selling	11,869	(7,408)	g	4,461	
Bids & Proposals	12,299	(1,696)	g	10,604	
Client Relations	54,541	(54,541)	g	-	
Office Relocation	7,443	-		7,443	
Administrative Meetings	78,988	(391)	h	78,597	
Computer Expense	634,990	-		634,990	
Conferences and Professional Meetings	86,594	(2,822)	h	63,772	
Contributions	12,574	(12,574)	i	-	
Dues and Subscriptions	81,874	(8,130)	e	73,744	
Education and Training	67,832	-		67,832	
Employee Relations	242,088	(221,471)	g, j	20,618	
Employee Recruiting	85,429	-		85,429	
Travel and Subsistence	772,471	(171,758)	h	600,713	
Employee Relocation Expenses	129,345	(36,114)	k	93,231	
Equipment < \$5000	82,596	-		82,596	
Office Supplies	222,732	(75,463)	i	147,269	
Stationery	10,001	-		10,001	
Reference Library	6,565	-		6,565	
Professional Fees	214,280	-		214,280	
Voice and Data Communications, Net of Direct Cost	(361,921)	-		(361,921)	

Fehr & Peers
Statement of Direct Labor, Fringe Benefits, and General Overhead, Continued
For the Year Ended December 26, 2014

Description	Unadjusted Costs	Unallowable Costs	Notes	Allowable Costs	% Direct Labor
<u>GENERAL OVERHEAD, CONTINUED</u>					
Postage & Mailing	25,341	-		25,341	
Temporary Personnel	15,766	-		15,766	
Bank Charges	4,819	-		4,819	
General Liability Insurance	24,228	-		24,228	
E&O Insurance	105,837	-		105,837	
Workers' Compensation Insurance	88,348	-		88,348	
Legal & Accounting	115,479	-		115,479	
Rent	2,174,099	-		2,174,099	
Equipment Rental and Maintenance	589,317	(6,028)	r	583,289	
Taxes & Licenses	142,372	-		142,372	
Capital Gain / Loss	(1,011)	1,011	m	-	
Depreciation	367,513	(151,635)	n	215,878	
Amortization	13,334	(13,334)	o	-	
Interest Expense	17,285	(17,285)	p	-	
Non-Deductible Expense	1,603	(1,603)	q	-	
State Income Tax	10,059	-		10,059	
Total General Overhead	12,319,287	(1,318,028)		11,000,260	
Fringe Benefits and General Overhead Total	<u>\$18,881,918</u>	<u>\$ (1,427,173)</u>		<u>\$18,454,744</u>	176.17%
OVERHEAD RATE					176.17%

Fehr & Peers
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 26, 2014

Notes

- a Unallowable compensation for public relations and advertising activities per FAR 31.205-6.
- b Unallowable payroll taxes related to unallowable compensation per FAR 31.201-6.
- c Unallowable insurance benefits provided only to owners per 31.205-19.
- d Unallowable key personnel life insurance costs per FAR 31.205-19.
- e Unallowable memberships provided to employees per FAR 31.205-43.
- f Unallowable public relations and advertising costs per FAR 31.205-1.
- g Unallowable entertainment costs per FAR 31.205-14.
- h Unallowable travel costs per FAR 31.205-46.
- i Unallowable contributions or donations per FAR 31.205-8.
- j Unallowable employee morale costs per FAR 31.205-13.
- k Unallowable relocation costs per FAR 31.205-35.
- l Food and snacks treated as unallowable based on FAR 31.205-13.
- m Unallowable losses on investments per FAR 31.205-18.
- n Unallowable section 179 and accelerated depreciation expense per FAR 31.205-11.
- o Unallowable amortization cost per FAR 31.205-49.
- p Unallowable interest costs per FAR 31.205-20.
- q Unallowable penalties per FAR 31.205-15.
- r Unallowable vehicle costs per FAR 31.205-46.

Certification of Final Indirect Costs

Firm Name: Fehr & Peers

Indirect Cost Rate Proposal: 176.17%

Date of Proposal Preparation (mm/dd/yyyy): 05/08/2015

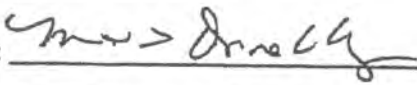
Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 12/28/2013 - 12/26/2014

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): Marion Donnelly

Title: Chief Financial Officer

Date of Certification (mm/dd/yyyy): 05/08/2015

*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/legisregs/directives/orders/44701a.htm>

GeoEngineers, Inc. 2016								
ANTE Staff Assignment	Base Rate 1.0000		Overhead 213.19%		Fixed Fee 30%		Total	
	Low	High	Low	High	Low	High	Low	High
Senior Principal	\$ 76.74	\$ 89.91	\$ 164.02	\$ 192.16	\$ 23.02	\$ 26.97	\$ 263.78	\$ 309.05
Principal	\$ 66.35	\$ 84.63	\$ 141.81	\$ 180.88	\$ 19.91	\$ 25.39	\$ 228.06	\$ 290.90
Associate	\$ 56.25	\$ 68.27	\$ 120.22	\$ 145.91	\$ 16.88	\$ 20.48	\$ 193.35	\$ 234.66
Senior Engineer/Scientist/Analyst 2	\$ 45.39	\$ 58.47	\$ 97.01	\$ 124.97	\$ 13.62	\$ 17.54	\$ 156.02	\$ 200.98
Senior Engineer/Scientist/Analyst 1	\$ 36.79	\$ 56.72	\$ 78.63	\$ 121.23	\$ 11.04	\$ 17.02	\$ 126.46	\$ 194.96
Engineer/Scientist/Analyst 2	\$ 36.06	\$ 46.55	\$ 77.07	\$ 99.49	\$ 10.82	\$ 13.97	\$ 123.95	\$ 160.01
Engineer/Scientist/Analyst 1	\$ 31.25	\$ 38.99	\$ 66.79	\$ 83.33	\$ 9.38	\$ 11.70	\$ 107.42	\$ 134.02
Staff 3 Engineer/Scientist/Analyst	\$ 29.09	\$ 42.40	\$ 62.17	\$ 90.62	\$ 8.73	\$ 12.72	\$ 99.99	\$ 145.74
Engineer/Scientist/Analyst Staff 2	\$ 25.00	\$ 33.13	\$ 53.43	\$ 70.81	\$ 7.50	\$ 9.94	\$ 85.93	\$ 113.88
Engineer/Scientist/Analyst Staff 1	\$ 20.25	\$ 30.84	\$ 43.28	\$ 65.91	\$ 6.08	\$ 9.25	\$ 69.61	\$ 106.01
Lead Technician	\$ 25.97	\$ 30.25	\$ 55.51	\$ 64.65	\$ 7.79	\$ 9.08	\$ 89.27	\$ 103.98
Senior Technician	\$ 24.04	\$ 29.36	\$ 51.38	\$ 62.75	\$ 7.21	\$ 8.81	\$ 82.63	\$ 100.92
Technician	\$ 17.00	\$ 28.83	\$ 36.33	\$ 61.62	\$ 5.10	\$ 8.65	\$ 58.43	\$ 99.10
CAD Design Coordinator	\$ 37.02	\$ 48.42	\$ 79.12	\$ 103.49	\$ 11.11	\$ 14.53	\$ 127.25	\$ 166.43
CAD Designer	\$ 19.24	\$ 34.56	\$ 41.12	\$ 73.87	\$ 5.77	\$ 10.37	\$ 66.13	\$ 118.79
CAD Technician	\$ 18.03	\$ 23.10	\$ 38.54	\$ 49.37	\$ 5.41	\$ 6.93	\$ 61.97	\$ 79.40
Administrator 3	\$ 24.22	\$ 40.20	\$ 51.77	\$ 85.92	\$ 7.27	\$ 12.06	\$ 83.25	\$ 138.18
Administrator 2	\$ 15.18	\$ 47.36	\$ 32.44	\$ 101.22	\$ 4.55	\$ 14.21	\$ 52.18	\$ 162.79
Administrator 1	\$ 12.00	\$ 22.17	\$ 25.65	\$ 47.38	\$ 3.60	\$ 6.65	\$ 41.25	\$ 76.20



**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

June 9, 2015

GeoEngineers, Inc.
8410 154th Avenue NE
Redmond, WA 98052

Subject: Acceptance FYE 2014 ICR – Audit Office Review

Dear Mr. Michael C. McGranahan:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2014 Indirect Cost Rate (ICR) of 213.19%. 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:rck

Certification of Final Indirect Costs

Firm Name: GeoEngineers, Inc.

Indirect Cost Rate Proposal: 213.19%

Date of Proposal Preparation (mm/dd/yyyy): 06/01/2015

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 1/1/2014 to 12/31/2014

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): Carrie Rorem

Title: CFO

Date of Certification (mm/dd/yyyy): 06/01/2015

*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/legisregs/directives/orders/44701a.htm>

GeoEngineers, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2014

Description	Financial Statement Amount	GeoEngineers Adjustments	Ref.	Accepted Amount	%
Direct Labor	<u>\$13,354,043</u>			<u>\$13,354,043</u>	100%
Indirect Costs:					
Fringe Benefits					
Payroll Taxes	\$2,244,492	(\$179,597)	A	\$2,064,895	15.46%
Group Insurance	2,889,714			2,889,714	21.64%
Worker's Compensation	147,858			147,858	1.11%
Vacation, Holiday and Sick Pay	3,117,246			3,117,246	23.34%
Profit Sharing and 401(k) Contributions	1,019,820			1,019,820	7.84%
Bonuses and Severance	4,801,977	(1,790,182)	B	3,011,795	22.55%
Total Fringe Benefits	<u>\$14,221,107</u>	<u>(\$1,969,779)</u>		<u>\$12,251,328</u>	91.74%
General Overhead					
Non-Billable Labor	\$5,837,133			\$5,837,133	43.71%
Bid & Proposal Labor	888,460			888,460	6.65%
Direct Selling Labor	2,439,573	(\$1,244,816)	C	1,194,757	8.95%
Office Rent & Maintenance	2,208,874	(20,503)	D	2,188,370	16.39%
Telecommunications	298,015			298,015	2.23%
Bus. Taxes & Other than Federal	676,023			676,023	5.08%
Subscriptions, Stationery & Supplies	407,116	(15,895)	E	391,221	2.93%
Administrative Travel	1,264,266	(665,227)	F	599,039	4.49%
Professional Dues, Meetings & Proposals	472,884	(78,768)	G	394,116	2.95%
Depreciation	747,817	(8,599)	H	739,218	5.54%
Equipment Rental & Maintenance	168,556	(1,278)		167,278	1.25%
Bad Debt	72,000	(72,000)	I	0	0.00%
Professional Consultants	639,921	(73,616)	J	566,305	4.24%
Business Development/Marketing	363,902	(345,070)	K	18,831	0.14%
Field and Laboratory Supplies	206,866	(67,168)	L	139,698	1.05%
Insurance	818,047	(5,321)	M	812,726	6.09%
Computer Maintenance and Software	1,151,174	(5,259)	N	1,145,914	8.58%
Relocation	28,055	0		28,055	0.21%
Contributions	64,199	(64,199)	O	0	0.00%
Fines/Penalties/Unallowable	9,744	(9,744)	P	0	0.00%
Employee Health & Welfare	97,129	(14,827)	Q	82,302	0.62%
Total General Overhead	<u>\$18,859,752</u>	<u>(\$2,692,290)</u>		<u>\$16,167,462</u>	121.07%
Total Indirect Costs & Overhead	<u>\$33,080,859</u>	<u>(\$4,662,069)</u>		<u>\$28,418,790</u>	212.81%
Indirect Cost Rate (Less FCCM)	247.72%	212.81%		<u>212.81%</u>	
Facilities Capital Cost of Money		\$50,611	R	\$50,611	0.38%
	<u>\$33,080,859</u>	<u>(\$4,611,458)</u>		<u>\$28,469,401</u>	
Indirect Cost Rate (Includes FCCM)				<u>213.19%</u>	

GeoEngineers, Inc.
"Indirect Cost Rate still subject to WSDOT Audit"

References

GeoEngineers Adjustments:

- A Fringe benefits adjustment for unallowable Direct Selling labor and unallowable bonuses per 48 CFR 31.201-6(e)(2), in the amount of \$179,597
- B Unallowable bonuses per 48 CFR 31.205-6(f), in the amount of \$1,790,182.
- C Unallowable marketing activities per 48 CFR 31.205-1,14,38 and 41, in the amount of \$1,244,816.
- D Assigned parking costs unallowable per 48 CFR 31.201-2 & 31.201-3
- E Promotional Materials unallowable per 48 CFR 31.205-1(f)(5).

GeoEngineers, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2014

- F Vehicle costs unallowable per 48 CFR 31.201-2(d), in the amount of \$270,844; Travel in excess of Federal per-diem unallowable per 48 CFR 31.205-46.
- G Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; Lobbying unallowable per 48 CFR 31.205-22; Memberships in civic and community organizations unallowable and Marketing costs unallowable per 48 CFR 31.205-1(f)(7) and 48 CFR 31.205-1, 14, 38, 41.
- H Depreciation on vehicles unallowable per 48 CFR 31.201-2(d).
- I Bad debts unallowable per 48 CFR 31.205-3, in the amount of \$72,000.
- J Direct project costs unallowable per 48 CFR 31.202(a); Acquisition and Organization costs unallowable per 48 CFR 31.205-27(a); Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; Patent Costs unallowable per 48 CFR 31.205-30; Outside Board Bonuses unallowable per 48 CFR 31.205-6(f).
- K Acquisition and Organization costs unallowable per 48 CFR 31.205-27(a); Unallowable marketing activities per 48 CFR 31.205-1, 14 & 38; Entertainment unallowable per 48 CFR 31.205-14; Advertising unallowable per 48 CFR 31.205-38(b)(1); Contributions unallowable per 48 CFR 31.205-8.
- L Direct Project Costs unallowable per 48 CFR 31.202(a).
- M Unallowable key person life insurance per 48 CFR 31.205-19(e)(2)(v).
- N Domain purchases unallowable per 48 CFR 31.205-1(f)(1).
- O Contributions unallowable per 48 CFR 31.205-8.
- P Fines & Penalties unallowable per CFR 31.205-15(a).
- Q Memberships in dining organizations unallowable per 48 CFR 31.205.14; Social activities unallowable per 48 CFR 31.205-14; Employee gifts & recreation unallowable per 48 CFR 31.205-13(b).
- R Costs of money adjustment per 48 CFR 31.205-10(a).



June 8, 2015

TO: Erik Jonson, WSDOT Contracts Administrator

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

SUBJECT: GeoEngineers, Inc. Indirect Cost Rate
for Fiscal Year End December 31, 2014

We are accepting the GeoEngineers proposed rate of 213.19% of direct labor for the above referenced fiscal year based on our risk assessment process (rate includes 0.38% Facilities Capital Cost of Money). GeoEngineers provided a FHWA Certificate of Final Indirect Costs indicating all costs included in the indirect cost rate schedule are in compliance with Federal Acquisition Regulations (FAR), Subpart 31. We did not complete a review for this firm.

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

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

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:

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPFF Consulting Engineers
whose address is
1601 Fifth Avenue So., Suite 1600, Seattle, WA 98101
and that neither the above firm nor I have:

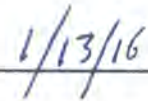
- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining 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 City of Des Moines
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

KPFF Consulting Engineers

Consultant (Firm Name)


Signature (Authorized Official of Consultant)


Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☒ Agency Official

☐ Other

of the City of Des Moines, and
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
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:

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

1/13/16

Agreement Number:

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)

1/13/16
Date

Agreement Number:

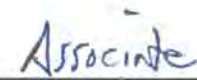
Exhibit G-4 Certificate of Current Cost or Pricing Data

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 2016-2017 On-Call Civil Engineering Srvc * are accurate, complete, and current as of January 12, 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: KPFF Consulting Engineers


Signature


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:

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 \$

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

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: \$

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

Agreement Number:

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:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT 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:

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:

THIS PAGE LEFT INTENTIONALLY BLANK

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): KPG, Inc.		
Address 753 9th Ave N Seattle, WA 98109	Federal Aid Number	
UBI Number 601 248 468	Federal TIN or SSN Number 91-1477622	
Execution Date	Completion Date 12/31/17	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No	
Project Title 2016-2017 On-Call Civil Engineering Services		
Description of Work See Exhibit A-1		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: \$1,000,000.00

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:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines 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:

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: R. Brandon Carver, P.E., P.T.O.E.
Agency: City of Des Moines
Address: 21650 11th Ave S
City: Des Moines State: WA Zip: 98198
Email: bcarver@desmoineswa.gov
Phone: 206-870-6543
Facsimile:

If to CONSULTANT:

Name: Nelson Davis, P.E.
Agency: KPG, Inc
Address: 753 9th Ave N
City: Seattle State: WA Zip: 98109
Email: nelson@kpg.com
Phone: 206-267-1052
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 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:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name: R. Brandon Carver, P.E., P.T.O.E.
Agency: City of Des Moines
Address: 21650 11th Ave S
City: Des Moines State: WA Zip: 98198
Email: bcarver@desmoineswa.gov
Phone: 206-870-6543
Facsimile:

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

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

Agreement Number:

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.

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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 N. Davis

JAN 13, 2016

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:

Exhibit A ***Scope of Work***

Project No.

See Exhibit A-1

Agreement Number:

Exhibit "A-1"
Scope of Work
2016-2017 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Kpg, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2016 through December 31st, 2017. KPG, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2017, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2018. No new work shall be authorized after December 31st, 2017 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Section V of the agreement, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D for the life of this Agreement. Overhead calculations are included in Appendix D, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2
Scope of Work
(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. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Task assignments made by the AGENCY shall be issued in writing by a Formal Task Assignment Document similar in format to page 2 of this exhibit.

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.

Exhibit B
DBE Participation

NOT APPLICABLE

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD Civil 3D - KPG Standards

B. Roadway Design Files

AutoCAD Civil 3D - KPG Standards

C. Computer Aided Drafting Files

AutoCAD Civil 3D - KPG Standards

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant
To be identified with task assignments

E. Specify the Electronic Deliverables to Be Provided to the Agency
To be identified with task assignments

F. Specify What Agency Furnished Services and Information Is to Be Provided
To be identified with task assignments

Agreement Number:

II. Any Other Electronic Files to Be Provided

To be identified with task assignments

III. Methods to Electronically Exchange Data

Via email or FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Outlook

C. File Transfers Format

As requested

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

EXHIBIT D
Consultant Fee Determination
Cost plus Fixed Fee

KPG
GENERAL ENGINEERING SERVICES RATES (2016 - 2017)

Job Classification	Not to Exceed			Hourly Rate
	Direct Salary Cost (DSC)	Overhead (131.49% of DSC)	Fee (30% of DSC)	
Principal	\$75.00	\$98.62	\$22.50	\$196.12
Engineer - Manager	\$66.00	\$86.78	\$19.80	\$172.58
Engineer - Senior	\$60.21	\$79.17	\$18.06	\$157.44
Engineer - Project	\$48.08	\$63.22	\$14.42	\$125.72
Engineer - Design	\$42.00	\$55.23	\$12.60	\$109.83
Engineer - Technician	\$36.15	\$47.53	\$10.85	\$94.53
Architect - Principal	\$70.20	\$92.31	\$21.06	\$183.57
Architect - Senior	\$52.00	\$68.37	\$15.60	\$135.97
Architect - Technician	\$31.16	\$40.97	\$9.35	\$81.48
Landscape Architect - Senior	\$54.52	\$71.69	\$16.36	\$142.56
Landscape Architect - Project	\$40.50	\$53.25	\$12.15	\$105.90
Landscape Architect - Technician	\$31.16	\$40.97	\$9.35	\$81.48
Survey - Manager	\$72.79	\$95.71	\$21.84	\$190.34
Surveyor	\$47.04	\$61.85	\$14.11	\$123.00
Survey - Technician	\$36.15	\$47.53	\$10.85	\$94.53
Survey Crew	\$57.00	\$74.95	\$17.10	\$149.05
Planner - Traffic	\$46.80	\$61.54	\$14.04	\$122.38
CADD Technician	\$36.06	\$47.42	\$10.82	\$94.29
Construction - Engineer	\$51.50	\$67.72	\$15.45	\$134.67
Construction - Observer	\$43.04	\$56.59	\$12.91	\$112.55
Construction - Document Control	\$41.04	\$53.96	\$12.31	\$107.32
Construction - Administration	\$38.46	\$50.57	\$11.54	\$100.57
Senior Administration	\$38.88	\$51.12	\$11.66	\$101.67
Office - Administration	\$26.50	\$34.84	\$7.95	\$69.29



**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 6, 2015

KPG, Inc.
753 - 9th Avenue N
Seattle, WA 98109-4309

Subject: Acceptance FYE 2014 ICR – Risk Assessment Review

Dear Mr. Jason Fritzler:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2014 ICR of 131.49%. 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:

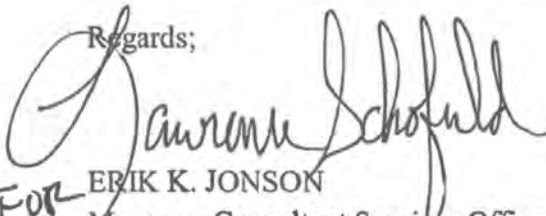
- ☐ WSDOT Agreements
- ☒ Local Agency Contracts in Washington State only

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;

For 
ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kal



May 13, 2014

TO: Stacie Kelsey, Local Programs

FROM: Martha Roach, Agreement Compliance Audit Manager

MR

SUBJECT: KPG, Inc. Indirect Cost Rate for fiscal year end December 31, 2013.

We have completed our desk review of KPG, Inc. Indirect Cost Rate for the above referenced fiscal year. The review was completed at the request of WSDOT Northwest Region Local Programs. We reviewed the documentation supporting the rate for compliance with criteria contained in the Federal Acquisition Regulations (FAR), Subpart 31. Our review included a site visit to the firm.

Based on our review we are issuing this memo establishing KPG, Inc. Indirect Cost Rate for fiscal year ending December 31, 2013, at 131.49% of direct labor (rate includes 0.14% Facilities Cost of Capital). KPG, Inc. provided a FHWA Certificate of Final Indirect Costs indicating all costs included in the indirect cost rate schedule are in compliance with Federal Acquisition Regulations (FAR), Subpart 31.

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 roachma@wsdot.wa.gov.

Cc: Steve McKerney
File

Certification of Final Indirect Costs

Firm Name: KPG, Inc.

Indirect Cost Rate Proposal: 131.49 %

Date of Proposal Preparation (mm/dd/yyyy): 03/11/2014

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/13 to 12/31/2013

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): 05/12/2014

**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/legisregs/directives/orders/44701a.htm>

KPG, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2013

Description	Financial Statement Amount	KPG Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Direct Labor	\$2,995,989	\$11,000		A	\$3,006,989	100.00%
Indirect Costs:						
Fringe Benefits						
Vacation Pay	\$280,666	\$1,719		B	\$282,384	9.39%
Sick Pay	118,058	191		C	118,249	3.93%
Holiday Pay	177,603	534		D	178,137	5.92%
Payroll Taxes	450,022				450,022	14.97%
Health Insurance	280,484				280,484	9.33%
Workers' Comp. Insurance	9,344				9,344	0.31%
Profit Sharing (401-k)	28,606				28,606	0.95%
Bonus	175,050		(\$175,050)	O	0	0.00%
Commuter Passes	3,930				3,930	0.13%
Total Fringe Benefits	\$1,523,765	\$2,443	(\$175,050)		\$1,351,157	44.93%
General Overhead						
Indirect Labor	\$986,393	\$28,770		E	\$1,015,163	33.76%
Bid & Proposal Labor	302,427				302,427	10.06%
Business Licenses	2,017				2,017	0.07%
Life Insurance (Key Person)	18,593	(18,593)		F	(0)	0.00%
Disability Income Protection	53,620				53,620	1.78%
Auto Allowances	46,981		(\$46,981)	P	0	0.00%
Professional Development	17,690		(708)	Q	16,982	0.56%
Professional Registrations	5,425		(355)	R	5,070	0.17%
Employee Welfare	38,888	(21,429)	(3,837)	G, S	13,623	0.45%
Recruitment	832	(832)		H	0	0.00%
Outside Temp Services	2,052				2,052	0.07%
Payroll Services	2,741				2,741	0.09%
Rent	547,488	(331,471)		I	216,017	7.18%
Utilities	37,005				37,005	1.23%
Janitor	28,990				28,990	0.96%
Repairs & Maintenance	70,173				70,173	2.33%
IT Repairs & Maintenance	4,790				4,790	0.16%
Lense Expense	564				564	0.02%
Office Supplies	93,852		(2,948)	T	90,904	3.02%
Copier & Plotter Supplies	13,660				13,660	0.45%
IT Computer Supplies	13,962				13,962	0.46%
Printing & Reproduction	(1,842)				(1,842)	-0.06%
Publications	2,404				2,404	0.08%
Memberships & Organizations	13,465		(3,160)	U	10,305	0.34%
Accounting & Legal	10,896	(9,125)		J	1,771	0.06%
Bank Charge	1,004				1,004	0.03%
Late Charges	36	(36)		K	(0)	0.00%
Telecommunications	112,323				112,323	3.74%
Postage & Delivery	4,330				4,330	0.14%
IT Lease Expense	100,892				100,892	3.36%
Auto Maintenance & Registration	27,410		(27,410)	V	(0)	0.00%
Parking & Tolls	12,878				12,878	0.43%
Travel	10,518		(1,145)	W	9,372	0.31%
Meals	43,194		(43,194)	X	0	0.00%
Business Insurance	87,151				87,151	2.90%
Interest	11,468		(11,468)	Y	0	0.00%
Business Taxes	231,073				231,073	7.68%
Marketing Reproduction	232	(232)		L	0	0.00%
Website Development & Maintenance	1,900				1,900	0.06%
Business Entertainment	3,303	(3,303)		M	0	0.00%
Conferences	15,774		(600)	Z	15,174	0.50%
Marketing Travel	1,114	(1,114)		L	0	0.00%
Marketing Meals	8,084	(8,084)		L	0	0.00%
Political Contributions/ Public Relations	6,000	(6,000)		L	0	0.00%
Charitable Donations	4,994	(4,994)		N	0	0.00%

KPG, Inc.
Indirect Cost Rate Schedule
For the Year Ended December 31, 2013

Description	Financial Statement Amount	KPG Adj.	WSDOT Adj.	Ref.	Accepted Amount	%
Depreciation	120,171				120,171	4.00%
Total General Overhead	\$3,116,912	(\$376,441)	(\$141,806)		\$2,598,665	86.42%
Total Indirect Costs & Overhead	\$4,640,677	(\$373,998)	(\$316,856)		\$3,949,822	131.35%
Indirect Cost Rate (Less FCC)	154.90%	141.89%			131.35%	
Facilities Cost of Capital	\$4,130				\$4,130	0.14%
	\$4,644,807	(\$373,998)	(\$316,856)		\$3,953,952	
Indirect Cost Rate (Includes FCC)					131.49%	

KPG, Inc. - Reviewed and Accepted BS 5/13/2014
"Indirect Cost Rate still subject to WSDOT Audit"

References

KPG Adjustments:

- A Hours to project work - nonbillable to the project to be included in direct labor per 48 CFR 31.202.
- B Vacation Variance Between Paychex & Ajera Income Statement added to indirect cost per 48 CFR 31.203.
- C Sick Variance Between Paychex & Ajera Income Statement added to indirect cost per 48 CFR 31.203.
- D Holiday Variance Between Paychex & Ajera Income Statement added to indirect cost per 48 CFR 31.203.
- E Indirect Salary Variance Between Paychex & Ajera Income Statement added to indirect labor per 48 CFR 31.203.
- F Key Person Insurance unallowable \$18,593 per 48 CFR 31.205-19(e)(2)(v).
- G Alcohol & Meals Non-perdiem unallowable \$21,429 per 48 CFR 31.205-51 and 31.205-46.
- H Advertising unallowable \$832 per 48 CFR 31.205-1.
- I Common Control Rent Adjustment \$295,014.78 and Sublease Rent \$36,456 per 48 CFR 31.205-36(b)(3).
- J Tax Preparations Shareholders unallowable \$9,326 per 48 CFR 31.205-41(b) and 31.201-6.
- K Late charges unallowable \$36 per 48 CFR 31.205-15(a).
- L Advertising & marketing unallowable \$232, \$1114, \$8084, \$6000 per 48 CFR 31.205-1.
- M Business Entertainment unallowable (golf) \$3303 per 48 CFR 31.205-14.
- N Donations Unallowable \$4994 per 48 CFR 31.205-8.

WSDOT Adjustments:

- O Unsupported bonus payments (\$175,050) is unallowable per 48 CFR 31.205-6 (f)(ii) and 31.201-6.
- P Unsupported auto allowances (\$46,981) are unallowable per 48 CFR 31.205-46, 31.201-2, and 31.201-4.
- Q Mariner's Tickets (\$348) and APWA Golf Tournament fees (\$360) are unallowable entertainment expense per 48 CFR 31.205-14 and 31.201-6.
- R Dues for the Society for Marketing Professional (\$355) are an unallowable advertising cost per 48 CFR 31.205-1 and 31.201-6.
- S Void check (\$138) recorded in expenses without corresponding credit is unallowable per 48 CFR 31.201-2 and 31.201-4.
- Imprinted clothing for staff (\$3,031) is an unallowable advertising expense per 48 CFR 31.205-1 (f)(6)
- Piano and pizza expense (\$668) is an unallowable entertainment expense per 48 CFR 31.205-14 and 31.201-6.
- T Imprinted clothing for staff (\$14) is an unallowable advertising expense per 48 CFR 31.205-1 (f)(6)
- Disputed fraudulent charges recovered (\$1,316) but not removed from general ledger is an unallowable expense per 48 CFR 31.201-2 and 31.201-4.
- Office party supplies (\$1,618) is an unallowable entertainment expense per 48 CFR 31.205-14 and 31.201-6.
- U Lack of supporting documentation for Costco membership (\$660) is unallowable per 48 CFR 31.201-2 and 31.201-4.
- Sponsorship for Green roads Foundation (\$2,500) is an unallowable donation per 48 CFR 31.205-8 and 31.201-6.
- V Vehicle cost have been disallowed due to insufficient mileage logs and majority of mileage constitute personal and direct project related miles per 48 CFR 31.205-46 (d), 31.201-2, 31.201-4, and 31.202.
- W Lack of supporting documentation for travel expenses (\$1,017) is unallowable per 48 CFR 31.201-2 and 31.201-4.
- Hotel room for KPG party (\$129) is an unallowable entertainment expense per 48 CFR 31.205-14 and 31.201-6.
- X Meals (\$43,194) provided for staff meetings, client meetings, and individual staff members is unallowable per 48 CFR 31.201-2, 31.201-3, 31.201-4, 31.205-13, 31.205-14, and 31.205-46.
- Y Interest (\$11,468) costs are an unallowable expense per 48 CFR 31.205-20 and 31.201-6.
- Z Lack of supporting documentation for conference expense (\$600) is unallowable per 48 CFR 31.202-2, 31.201-4, and 31.205-43.

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.

Agreement Number:

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:

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KPG, Inc
whose address is
753 9th Ave N Seattle, WA 98109
and that neither the above firm nor I have:

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

I acknowledge that this certificate is to be furnished to the City of Des Moines
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, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/13/2016

Date

Agreement Number:

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☐

☐ Other

of the _____, and
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
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:

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, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/13/2016

Date

Agreement Number:

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, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/13/2014

Date

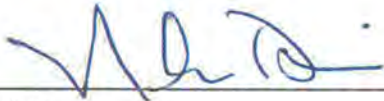
Agreement Number:

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 2016-2017 On-Call Engineering Services * are accurate, complete, and current as of 1/13/2016 **.

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: KPG, Inc.


Signature

President
Title

Date of Execution***: 1/13/2016

*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:

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 \$ NOT APPLICABLE .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ NOT APPLICABLE .

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

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

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

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

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

Notes: Cost of added insurance requirements: \$ NOT APPLICABLE .

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

Agreement Number: _____

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:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

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:

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:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Parametrix, Inc.		
Address 1019 39th Ave SE, Suite 100, Puyallup, WA 98374	Federal Aid Number N/A	
UBI Number 600 135 349	Federal TIN or SSN Number 91-0914810	
Execution Date	Completion Date December 31, 2017	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No	
Project Title City of Des Moines 2016-2017 On-Call Civil Engineering Services		
Description of Work Provide on-call civil engineering services as requested.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable: 1,000,000

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:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Des Moines 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:

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: R. Brandon Carver, P.E., P.T.O.E.
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: bcarver@desmoineswa.gov
Phone: 206-870-6543
Facsimile: 206-870-6596

If to CONSULTANT:

Name: John Perlic
Agency: Parametrix, Inc.
Address: 1019 39th Avenue SE, Suite 100
City: Puyallup State: WA Zip: 98374
Email: jperlic@parametrix.com
Phone: 253-604-6600
Facsimile: 855-542-6353

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name: R. Brandon Carver, P.E., P.T.O.E
Agency: City of Des Moines
Address: 21650 11th Avenue South
City: Des Moines State: WA Zip: 98198
Email: bcarver@desmoineswa.gov
Phone: 206-870-6543
Facsimile: 206-870-6596

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

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

Agreement Number:

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.

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

1/13/16

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:

Exhibit "A-1"
Scope of Work
2016-2017 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Kpg, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2016 through December 31st, 2017. KPG, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2017, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2018. No new work shall be authorized after December 31st, 2017 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Section V of the agreement, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D for the life of this Agreement. Overhead calculations are included in Appendix D, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

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: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:

(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit B
DBE Participation

N/A

Agreement Number:

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

Hard copy field books, raw data, collection files, text point files (comma delineated)

B. Roadway Design Files

AutoCAD, C3D

C. Computer Aided Drafting Files

AutoCAD, C3D

Agreement Number:

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

Agency will retain the right to review all deliverables referenced in the specific scopes of work for each Task Order Agreement.

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

Deliverables outlined in the specific scopes of work for each Task Order Agreement.

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

Agency-furnished services and information as outlines in the specific scopes of work for each Task Order Agreement.

Agreement Number:

II. Any Other Electronic Files to Be Provided

As deemed necessary by agreement of the AGENCY and CONSULTANT.

III. Methods to Electronically Exchange Data

FTP, Email, and CD or DVD

A. Agency Software Suite

AutoCAD, C3D

B. Electronic Messaging System

N/A

C. File Transfers Format

PDF, Zip Files, Word, Excel, CAD

Exhibit D

Prime Consultant Cost Computations

Project: City of Des Moines 2016-2017 On-Call Civil Engineering Services

Direct Salary Cost (DSC):

<u>Classification</u>	<u>Man Hours</u>	=	<u>Rate</u>	=	<u>Cost</u>
Project Manager		X	\$65.77		\$0.00
Traffic Engineer		X	\$36.04		\$0.00
Surface Water Management		X	\$73.17		\$0.00
Environmental/Permitting/Wetlands		X	\$48.84		\$0.00
Structural Engineer		X	\$61.92		\$0.00
Survey		X	\$41.17		\$0.00
Civil Plan Review		X	\$50.23		\$0.00
Construction Inspection		X	\$37.72		\$0.00
Construction Documentation		X	\$31.10		\$0.00
Project Coordinator		X	\$34.35		\$0.00
Project Accountant		X	\$27.81		\$0.00
		X			\$0.00
		X			\$0.00
		X			\$0.00
		X			\$0.00
		X			\$0.00
		X			\$0.00
			Total DSC	=	\$0.00

Overhead (OH Cost -- including Salary Additives):

OH Rate x DSC of 184.88 % x \$ \$0.00 = \$0.00

Fixed Fee (FF):

FF Rate x DSC of 30 % x \$ \$0.00 = \$0.00

Reimbursables:

Itemized \$0.00

Subconsultants: (See Exhibit E)

Grand Total \$0.00

Cindy Clark, P.E. Date: 1/12/2016

Note: See WSDOT overhead approval letter on the following page.

Agreement Number:



**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

June 11, 2015

Parametrix, Inc.
411 - 108th Avenue NE, Suite 1800
Bellevue, WA 98004

Subject: Acceptance FYE 2015 ICR – Audit Office Review

Dear Ms. Jean Johnson:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2015 Indirect Cost Rate (ICR) of 184.88%. 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:rck

Certification of Final Indirect Costs

Firm Name: Parametrix, Inc.

Indirect Cost Rate Proposal: 184.88%

Date of Proposal Preparation (mm/dd/yyyy): 3/25/2015

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 2014 (1/4/2014 to 1/2/2015)

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): Hollie Maeini

Title: Executive VP / CFO

Date of Certification (mm/dd/yyyy): 3/27/2015

*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/legisregs/directives/orders/44701a.htm>



Memorandum

April 24, 2015

TO: Erik Jonson, WSDOT Contracts Administrator

FROM: Martha Roach, Agreement Compliance Audit Manager

BS
to MR

SUBJECT: Parametrix, Inc. Indirect Cost Rate for
fiscal year end January 2, 2015

We accept the audit work performed by Clark Nuber related to the Parametrix, Inc. Indirect Cost Rate for the above referenced fiscal year. Clark Nuber audited the Parametrix 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 Parametrix Indirect Cost Rate for fiscal year ending January 2, 2015 at 184.88% of direct labor (rate includes 0.32% Facilities Cost of Capital).

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 roachma@wsdot.wa.gov.

Attachment

cc: Steve McKerney
File

PARAMETRIX, INC.

**Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended January 2, 2015**

Description	General Ledger Balance for the Fiscal Year Ended January 2, 2015	Unallowable Expenses	Ref.	Proposed Amount	Percent
Direct Labor	\$ 18,427,888	\$ -		\$ 18,427,888	100.00%
Fringe Benefits:					
Vacation, Sick Leave, Holidays	3,254,383			3,254,383	21.09%
Payroll Taxes	2,421,172	(11,204)	E	2,409,968	15.62%
Medical Insurance	2,244,775			2,244,775	14.55%
ESOP Retirement Plan	2,775,000			2,775,000	17.99%
Total Fringe Benefits	10,695,330	(11,204)		10,684,126	89.26%
General Overhead:					
Administrative Salaries	5,444,097	(65,221)	A	5,378,876	34.86%
Training Salaries	322,548			322,548	2.06%
Bonuses/Misc. Salaries	854,282	(64,007)	B	790,275	5.12%
Direct Selling Salaries	758,915			758,915	4.92%
Bid and Proposal Salaries	1,864,439			1,864,439	12.00%
Advertising Expense	77,165	(77,165)	C		0.00%
Direct Selling Expenses	180,381	(62,313)	D	118,068	0.77%
Excise Taxes	633,100			633,100	4.10%
Insurance	623,401			623,401	4.04%
Office Rent	3,231,628			3,231,628	20.95%
Office Expenses & Supplies	145,544	(30,388)	F	115,156	0.75%
Staff Appreciation, Awards	102,394	(100,016)	G	2,378	0.02%
Printing, Copier/Printer Supplies	205,808	(117)	H	205,489	1.33%
Billed In-House Printing	(302,241)			(302,241)	-1.98%
Telephone	449,996			449,996	2.92%
Depreciation (including gain/loss on disposal)	917,696			917,696	5.95%
Amortization	13,889	(13,889)	I		0.00%
Business Meals	24,033	(24,033)	J		0.00%
Auto Expense	307,451	(15,964)	K	291,487	1.89%
Billed In-House Mileage	(257,389)			(257,389)	-1.67%
Office Travel	304,346	(41,271)	L	263,075	1.71%
Subscriptions, Library Material	26,508			26,508	0.17%
Dues	71,580	(16,218)	M	55,342	0.38%
Donations	32,595	(32,595)	N		0.00%
Professional Licenses	14,542			14,542	0.09%
Postage, Couriers, Freight	27,068			27,068	0.18%
Training/Education	293,035	(12,156)	O	280,879	1.82%
Field Equipment/Supplies	24,789			24,789	0.16%
Survey Equipment/Supplies	29,329			29,329	0.19%
Health & Safety Equipment/Supplies	5,866			5,866	0.04%
Billed In-House Equipment	(66,444)			(66,444)	-0.43%
Office Furniture	14,609			14,609	0.09%
Office Equipment	177,302	(2,850)	P	174,452	1.13%
Computer Supplies/Software	1,050,144			1,050,144	6.81%
Billed In-House Computer Charges	(7,500)	7,500	Q		0.00%
Recruiting Costs	32,380	(324)	R	32,056	0.21%
Payroll, Legal & Audit	257,557	(64,109)	S	193,448	1.25%
Temporary Labor	11,128			11,128	0.07%
Consulting Services	329,043			329,043	2.13%
Employee Relocation Costs	9,346			9,346	0.06%
Bad Debts	124,020	(124,020)	T		0.00%
Office Moving/Remodeling	18,991	(609)	U	18,382	0.12%
Personal Property Taxes	38,002			38,002	0.25%
Utilities/Building Maintenance	113,976			113,976	0.74%
Interest, Bank Charges	19,148	(18,393)	V	755	0.00%
Total General Overhead	18,548,073	(758,160)		17,789,913	115.31%
Total Indirect Costs	\$ 26,243,403	\$ (769,364)		\$ 26,474,039	164.58%
Percentage of Direct Labor (Less FCC)	189.56%			184.58%	
Facilities Cost of Capital		48,806	W	48,806	0.32%
Percentage of Direct Labor (Includes FCC)				\$ 26,522,845	184.89%

See accompanying notes.

PARAMETRIX, INC.

*Statement of Direct Labor, Fringe Benefits and General Overhead Continued
For the Fiscal Year Ended January 2, 2015*

References

Parametrix Adjustments

Parametrix Inc. Overhead Audited by Clark Nuber

- A. Collection costs unallowable per 48 CFR 31.205-3, Activities deemed unallowable per 48 CFR 31.201-6(e)(2). Labor costs incurred in connection with an acquisition per 48 CFR 31.205-47(f)(2).
- B. Value based bonuses unallowable per 48 CFR 31.205-6(i); Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2). Gifts unallowable per 48 CFR 31.205-13(b).
- C. Advertising unallowable per 48 CFR 31.205-1(b); Promotional materials unallowable per 48 CFR 31.205-1(f)(5).
- D. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51. Excess lodging and per diem unallowable per 48 CFR 31.205-46.
- E. Fringe benefits associated with labor deemed unallowable per 48 CFR 31.201-6(a).
- F. Direct project costs unallowable per 48 CFR 31.202(a). Gifts unallowable per 48 CFR 31.205-13(b).
- G. Gifts unallowable per 48 CFR 31.205-13(b). Entertainment unallowable per 48 CFR 31.205-14. Alcohol unallowable per 48 CFR 31.205-51.
- H. Direct project costs unallowable per 48 CFR 31.202(a).
- I. Amortization unallowable per 48 CFR 31.205-49.
- J. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51.
- K. Personal vehicle use unallowable per 48 CFR 31.205-6(m)(2).
- L. Entertainment unallowable per 48 CFR 31.205-14; Alcohol unallowable per 48 CFR 31.205-51.
- M. Dues to social clubs unallowable per 48 CFR 31.205-1(f)(7), 31.205-14; Portion of dues attributable to lobbying activities unallowable per 48 CFR 31.205-22(c).
- N. Donations unallowable per 48 CFR 31.205-8.
- O. Excess lodging and per diem unallowable per 48 CFR 31.205-46; Entertainment unallowable per 48 CFR 31.205-14.
- P. Direct project costs unallowable per 48 CFR 31.202(a).
- Q. Direct project costs unallowable per 48 CFR 31.202(a).
- R. Excess lodging and per diem unallowable per 48 CFR 31.205-46.
- S. Legal costs incurred in defense of contract performance issues unallowable per 48 CFR 31.205-47(f)(5)(A). Legal and accounting costs incurred in connection with an acquisition per 48 CFR 31.205-47(f)(2). Collection costs unallowable per 48 CFR 31.205-3; Direct project costs unallowable per 48 CFR 31.202(a).
- T. Bad debt unallowable per 48 CFR 31.205-3.
- U. Entertainment unallowable per 48 CFR 31.205-14.
- V. Interest, late fees unallowable per 48 CFR 31.205-20.
- W. Cost of money adjustments per 48 CFR 31.205-10(a).

See accompanying notes.

Exhibit E

Sub-consultant Cost Computations

Project: City of Des Moines 2016-1017 On-Call Civil Engineering Services

Subconsultant: Aspect Consulting LLC

Job Title/Classification	Hourly Rate	Overhead 209.25%	Profit 30%	Rate Per Hour
Principal	\$64.09	\$134.11	\$19.23	\$217.43
Senior Associate	\$62.67	\$131.14	\$18.80	\$212.61
Associate	\$51.50	\$107.76	\$15.45	\$174.71
Senior	\$46.88	\$98.10	\$14.06	\$159.04
Senior Project	\$38.00	\$79.52	\$11.40	\$128.92
Project	\$34.88	\$72.99	\$10.46	\$118.33
Sr. GIS/CAD Specialist	\$32.88	\$68.80	\$9.86	\$111.55
Senior Staff	\$27.94	\$58.46	\$8.38	\$94.79
Staff	\$26.61	\$55.68	\$7.98	\$90.27
Project Assistant	\$24.96	\$52.23	\$7.49	\$84.68
Field/Construction Supervisor	\$24.75	\$51.79	\$7.43	\$83.96
GIS/CAD Specialist	\$23.74	\$49.68	\$7.12	\$80.54
Field Technician	\$20.01	\$41.87	\$6.00	\$67.88

Note: See WSDOT overhead approval letter on the following page.

DOT Form 140-089 EF Exhibit E
Revised 8/07



**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 20, 2015

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

Subject: Acceptance FYE 2014 ICR – Risk Assessment Review

Dear Ms. Trish Klimek:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2014 ICR of 209.25%. 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:kal

ASPECT CONSULTING, LLC
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
DECEMBER 31, 2014

	General Ledger Balance	Portion Unallowable	FAR Reference	Proposed Audited Total	Percent of Direct Labor
DIRECT LABOR	\$ 2,648,322			2,648,322	
FRINGE BENEFITS					
Additional compensation	2,035,071	(590,384)	A,E 31.205-6(a),6(p),6(f)	1,444,687	
Qualified retirement plans	272,449	-		272,449	
Vacation, sick and holiday	521,012	-		521,012	
Payroll fringes	667,724	(26,961)	B,C,D 31.205-1,6(m)(2)	640,763	
	3,496,256	(617,345)		2,878,911	108.71%
GENERAL OVERHEAD					
Administrative salaries	1,311,180	(354)	R 31.205-6(a)	1,310,826	
Proposal and business development labor	332,523	(148,291)	F 31.205-6(e)(2)	184,232	
Equipment	(51,997)			(51,997)	
Rent and facility	435,223	(69,029)	G 31.205-36(b)(3)	366,194	
Travel, meals and entertainment	93,251	(28,581)	M,Q 31.205-13,14,22	64,670	
Advertising and business development	20,795	(7,527)	I 31.205-1, 22	13,268	
Donations	28,350	(28,350)	J 31.205.8	-	
Supplies	164,999	(2,396)	H 31.205-13	162,603	
Outside professional services	181,787	(36,952)	K,L 31.205-41(b),27	144,835	
Computer and telephone	102,468	-		102,468	
Professional dues and employee training	94,063	(654)	S 31.205-1(f)(1)	93,409	
Depreciation and amortization	156,619	(3,039)	N 31.205-49	153,580	
Insurance	67,965	(11,040)	O 31.205-19(e)(20)(v)	56,925	
Taxes and licenses	281,008	(39,373)	P 31.205-41(a)(1)	241,635	
Uncompensated overtime	(189,847)	-		(189,847)	
	3,028,387	(375,586)		2,652,801	100.17%
Total Fringe Benefits and General Overhead	\$ 6,524,643	\$ (992,931)		\$ 5,531,712	208.88%
Facilities Capital Cost of Money				\$ 9,845	0.372%

See accompanying notes.

Exhibit E

Sub-consultant Cost Computations

Project: City of Des Moines 2016-1017 On-Call Civil Engineering Services

Subconsultant: Statistical Research, Inc.

Job Title/Classification	Hourly Rate	Overhead 161.13%	Profit 30%	Rate Per Hour
Project Manager	\$41.89	\$67.50	\$12.57	\$121.95
Principal Investigator	\$29.75	\$47.94	\$8.93	\$86.61
Project Director	\$22.75	\$36.66	\$6.83	\$66.23
Crew Chief	\$18.00	\$29.00	\$5.40	\$52.40
Archaeological Technician	\$16.50	\$26.59	\$4.95	\$48.04
Geospatial	\$27.88	\$44.92	\$8.36	\$81.17
Production Manager	\$22.06	\$35.55	\$6.62	\$64.22
Graphics	\$18.63	\$30.02	\$5.59	\$54.24
Accounting	\$40.86	\$65.84	\$12.26	\$118.96

Note: See Statistical Research, Inc. overhead justification letter on the following page.



STATISTICAL RESEARCH, Inc.

ARCHAEOLOGY • ANTHROPOLOGY • HISTORY • HISTORIC ARCHITECTURE

January 12, 2016

Christy Pope
Parametrix
1019 39th Avenue SE, Suite 100
Puyallup, WA 98374

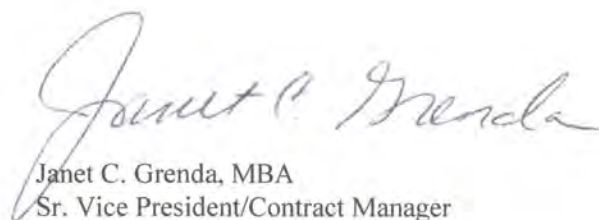
RE: Overhead Rate for Statistical Research Inc.

Statistical Research Inc. applies an overhead rate of 161.13% to all direct labor rates. This rate was developed through independent audit of 2014 indirect costs by Keegan, Linscott and Kenon, PC conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The full audit report is available to the City of Des Moines upon request.

If you have any further questions, I may be reached at jgrenda@sricrm.com or 909.335.1986.

Sincerely,



Janet C. Grenda, MBA
Sr. Vice President/Contract Manager

WASHINGTON

Lacey
1110 Golf Club Rd. SE
Suite 102
Lacey, WA
98503
(360) 918-8621
(360) 915-6531 (fax)
(360) 480-4387 (cell)

ARIZONA

Phoenix
P.O. Box 27748
Tempe, AZ
85285-7748
(480) 774-1920

Tucson
6099 E. Speedway Blvd.
P.O. Box 31865
Tucson, AZ
85751-1865
(520) 721-4309
(520) 298-7044 (fax)

CALIFORNIA

Redlands
21 W. Stuart Ave.
P.O. Box 390
Redlands, CA
92373-0123
(909) 335-1896
(909) 335-0808 (fax)

San Diego
555 W. Beech St.
Suite 451
San Diego, CA
92101
(619) 299-9766
(619) 299-9774 (fax)

Woodland
524 Main St.
Suite 207
Woodland, CA
95695-3455
(530) 661-1400

NEW MEXICO

Albuquerque
4425 Juan Tabo Blvd. NE
Suite 112
Albuquerque, NM
87111-2681
(505) 323-8300
(505) 323-8314 (fax)
(505) 331-2491 (cell)

TEXAS

El Paso
8201 Lockheed Dr.
Suite 125
El Paso, TX
79925
(915) 781-2200
(915) 781-2201 (fax)

www.sricrm.com

Exhibit E

Sub-consultant Cost Computations

Project: City of Des Moines 2016-1017 On-Call Civil Engineering Services

Subconsultant: Universal Field Services, Inc.

Job Title/Classification	Hourly Rate	Overhead 46.97%	Profit 30%	Rate Per Hour
Project Oversight / Project Manager	\$55.30	\$25.97	\$16.59	\$97.86
Project Manager / Senior Acquisition - Relocation Specialist	\$44.00	\$20.67	\$13.20	\$77.87
Senior Acquisition - Relocation Specialist	\$39.00	\$18.32	\$11.70	\$69.02
Senior Acquisition Specialist	\$40.00	\$18.79	\$12.00	\$70.79
Senior Acquisition Specialist	\$37.00	\$17.38	\$11.10	\$65.48
Acquisition Specialist	\$33.00	\$15.50	\$9.90	\$58.40
Senior Administrative Specialist / Project Coordinator	\$30.00	\$14.09	\$9.00	\$53.09

Note: See WSDOT overhead approval letter on the following page.



**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

March 10, 2015

Universal Field Services, Inc.
111 Main Street, Suite 105
Edmonds, WA 98020

Subject: Acceptance FYE October 31, 2014 ICR – Cognizant Review

Dear Mr. Mitch Legel:

We have accepted your firms FYE October 31, 2014 Indirect Cost Rate (ICR) of 46.97% of direct labor based on the "Cognizant Review" from The Oklahoma Department of Transportation (ODOT). 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.

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:rck

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:

Exhibit G

Certification Documents

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Parametrix, Inc.

whose address is

1019 39th Avenue SE, Suite 100, Puyallup, WA 98374

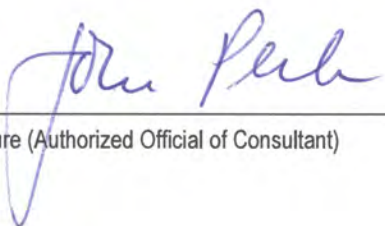
and that neither the above firm nor I have:

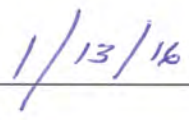
- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining 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
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.

Parametrix, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)


Date

Agreement Number:

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☐ Agency Official

☐ Other

of the City of Des Moines, and Parametrix, Inc.

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

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

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

Signature

Date

Agreement Number:

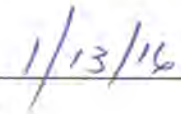
Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- 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.

Parametrix, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)


Date

Agreement Number:

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, a 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.

Parametrix, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

1/13/16
Date

Agreement Number:

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 2016-17 On-Call Civil Engineering Svcs * are accurate, complete, and current as of January 12, 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: Parametrix, Inc.

Signature John Perli

Title 1/13/16 Senior VP

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:

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.

Agreement Number:

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:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

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: _____

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:

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Tetra Tech Inc.		
Address 400 112th Ave NE, Bellevue, WA 98004	Federal Aid Number	
UBI Number 601 077 148	Federal TIN or SSN Number 95-4148514	
Execution Date January 1, 2016	Completion Date December 31, 2017	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☐ Yes ☒ No	
Project Title 2016-2017 On-Call Civil Engineering Services		
Description of Work On-Call Civil Engineering Services		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Total Amount Authorized: \$1,000,000 Management Reserve Fund: \$0 Maximum Amount Payable: \$1,000,000

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:

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

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:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

If to CONSULTANT:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
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 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:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name:
Agency: City of Des Moines, WA
Address:
City: Des Moines State: WA Zip: 98198
Email:
Phone:
Facsimile:

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

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

Agreement Number:

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.

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

Date

1/12/16

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:

Exhibit A Scope of Work

Project No.

See Exhibit A-1

Agreement Number:

Exhibit "A-1"
Scope of Work
2016-2017 On-Call General Civil Engineering Services

GENERAL

The City of Des Moines (City) has selected KPG, Inc. (Consultant) to provide on-call General Civil Engineering Services for various City projects and tasks. Kpg, Inc. agrees to perform on-call General Civil Engineering Services, and will be available on an as-needed called upon basis from January 1st, 2016 through December 31st, 2017. KPG, Inc. will serve as a partner to the City in order to expand the capability of City staff.

The time for completion of all work under this Agreement shall be no later than December 31st, 2017, provided that any work authorized before that date may continue until the completion date set for such work authorization, but in no event shall continue beyond December 31st, 2018. No new work shall be authorized after December 31st, 2017 unless this Agreement is amended by the City to extend these termination dates.

The Consultant is expected to respond on short notice to requests from the City that are deemed to be an emergency and require urgent work orders to be resolved immediately. The Consultant should be capable of performing urgent task order assignments while working on several other task orders simultaneously.

Any services provided under this Agreement shall be performed pursuant to individual and specific task orders issued to the Consultant by the City. Each task order will have a specific scope of work, budget, and schedule. Work on scoping and/or preparation of the individual task order agreements are not reimbursable. Individual task order budgets will be based on the cost plus a fixed fee method described in Section V of the agreement, as determined by the City. Direct Salary costs for each job classification will be within the ranges shown in Exhibit D for the life of this Agreement. Overhead calculations are included in Appendix D, based on the current WSDOT audit. Overhead rates are subject to change based on the annual audit by WSDOT, subject to approval by the City. The amount for each task order assignment will be the maximum amount payable for that assignment unless modified in writing by the City.

PROJECT DESCRIPTION

Task assignments may include but are not limited to the following types of work/services:

- Civil Engineering: roadway and pavement design, drainage and surface water studies and design, and utilities – planning, preliminary and final design, and estimates (PS&E).
- Structural Engineering: bridge, retaining walls, seismic upgrades, building, marine and waterfront facilities – planning, preliminary and final design, and estimates (PS&E).

- Traffic Engineering and Transportation Planning: safety studies, corridor analysis, comprehensive plans, traffic impact fee programs, and traffic signal design, street lighting design, channelization plans - planning, preliminary and final design, and estimates (PS&E).
- Geotechnical Engineering.
- Environmental analysis, evaluation, documentation, and permitting.
- Surveying.
- Landscape Architecture and Urban Design.
- Architecture.
- Historical Preservation.
- Plan review, studies and reports, development review.
- Grant preparation, value engineering (VE), and obtaining project permits.
- Construction Management and Inspections.
- Other related work as requested by the City.

TASK ORDER PROCESS

Task orders made by the City shall be issued in writing by a Task Order Assignment Document, provided in Exhibit A-2. In response to a Task Order Assignment Document, the Consultant shall prepare a detailed Scope of Work, professional service budget, project schedule, and identify key staff assignments. The scope of work will be thorough and sufficiently detailed to match the complexity of the project. The Consultant's project manager will also develop a Quality Assurance review schedule which shall be included in the scope of work. The City's Project Manager will review and comment on the scope, schedule, and budget. An Assignment shall become effective when a Task Order Assignment Document is signed by the Consultant and the City and the City issues it back to the Consultant with a Notice to Proceed. The exception is that emergency actions requiring an immediate response (less than 24 hour) can be handled by oral authorization. Such oral authorization shall be followed up with a Task Order Assignment Document within four working days, and any billing rates agreed to orally (for individual, subcontractors, or organizations whose rates were not previously established in this Agreement) shall be provisional and subject to final negotiation and acceptance by the City.

In case of projects covering two or more direct phases, when the cost for the second phase depends on decisions reached during the first phase, the work order agreement should cover only the first phase.

Once a Task Order Assignment Document is issued by the City, whether formal or informal, the consultants designated project manager will meet with the City personnel to discuss project specifics, including a site visit to fully understand the desired project outcome. The Consultant will then assemble a project team, including sub-consultants if necessary, possessing the specific skills necessary to perform the required work. Roles and responsibilities will be well defined within the project team to provide clear communication and establish accountability. When forming a project team the consultant will:

- Be as accurate as possible when identifying key staff that will be assigned project work.
- Achieve concurrence in staffing assignments from the appropriate discipline team leaders and principle in charge.
- Identify appropriate sub-consultants and similarly obtain Principal in Charge concurrence.

CONTRACT VALUE

The City estimates that the potential value of the contract will not exceed \$1,000,000. The City is not obligated to assign any specific number of tasks, volume of work, or a specific contract value to the Consultant under this Agreement. At any time during the funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City reserves the right to add and or delete Task Assignments to meet other priorities.

Exhibit A-2

Formal Task Assignment Document

Task Number _____

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

Location of Project: Des Moines, WA

Project Title: _____

Maximum Amount Payable Per Task Assignment: _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

Exhibit B
DBE Participation

N/A

Agreement Number;

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

TBD with each Task assignment

B. Roadway Design Files

TBD with each Task assignment

C. Computer Aided Drafting Files

TBD with each Task assignment

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant
TBD with each Task assignment

E. Specify the Electronic Deliverables to Be Provided to the Agency
TBD with each Task assignment

F. Specify What Agency Furnished Services and Information Is to Be Provided
TBD with each Task assignment

Agreement Number:

II. Any Other Electronic Files to Be Provided

TBD with each Task assignment

III. Methods to Electronically Exchange Data

TBD with each Task assignment

A. Agency Software Suite

TBD with each Task assignment

B. Electronic Messaging System

TBD with each Task assignment

C. File Transfers Format

TBD with each Task assignment

Exhibit D
Prime Consultant Cost Computations

See Exhibit D-1

Agreement Number:

Exhibit D-1

City of Des Moines
ACTUALS NOT TO EXCEED TABLE (ANTE)
2016-2017 ON-Call Civil Engineering Services

Tetra Tech, Inc. 400 112th Ave. NE, Suite 400 Bellevue, WA 98004 ACTUALS NOT TO EXCEED TABLE (ANTE) - 2016*				
--	--	--	--	--

Job Classifications	2016 Direct Labor Rates NTE	Overhead 170.44%	Fixed Fee 30%	All Inclusive Hourly Billing Rate
Program Manager/ Principal	\$ 92.00	\$ 156.80	\$ 27.60	\$ 276.40
Principal Engineer	\$ 78.00	\$ 132.94	\$ 23.40	\$ 234.34
Project Manager/ Supervising Engineer	\$ 70.00	\$ 119.31	\$ 21.00	\$ 210.31
Sr Engineer	\$ 65.00	\$ 110.79	\$ 19.50	\$ 195.29
Project Engineer 3	\$ 57.00	\$ 97.15	\$ 17.10	\$ 171.25
Project Engineer 2	\$ 48.00	\$ 81.81	\$ 14.40	\$ 144.21
Project Engineer 1	\$ 40.00	\$ 68.18	\$ 12.00	\$ 120.18
Environmental Planner	\$ 71.00	\$ 121.01	\$ 21.30	\$ 213.31
Biologists	\$ 34.00	\$ 57.95	\$ 10.20	\$ 102.15
Sr CADD Tech	\$ 42.00	\$ 71.58	\$ 12.60	\$ 126.18
CADD Tech	\$ 30.00	\$ 51.13	\$ 9.00	\$ 90.13
Sr Clerical/ Admin	\$ 33.00	\$ 56.25	\$ 9.90	\$ 99.15
Clerical/ Admin	\$ 28.00	\$ 47.72	\$ 8.40	\$ 84.12
Mobile/Terr Scanning Lead	\$ 38.00	\$ 64.77	\$ 11.40	\$ 114.17
Graphic Designer	\$ 31.00	\$ 52.84	\$ 9.30	\$ 93.14

**Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate
Subconsultants will be Invoiced at cost plus 8% markup*

**TETRA TECH, INC. A&E Division
(A DIVISION OF TETRA TECH, INC.)**

**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD**

Year Ended September 27, 2015



Mayer Hoffman McCann P.C.
An Independent CPA Firm

8181 E. Tufts Ave., Suite 600 ■ Denver, Colorado 80237
Main: 720.200.7000 ■ Fax: 720.200.7002 ■ www.mhmcpa.com

**INDEPENDENT AUDITORS' REPORT ON STATEMENT OF DIRECT LABOR,
FRINGE BENEFITS AND GENERAL OVERHEAD**

To the Management of

TETRA TECH, INC. A&E DIVISION (A DIVISION OF TETRA TECH, INC.)

We have audited the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Financial Statement") of Tetra Tech, Inc. A&E Division (the "Reporting Unit") for the year ended September 27, 2015, and the related notes to the financial statement.

Management's Responsibility for the Financial Statement

Management is responsible for the preparation and fair presentation of this financial statement in accordance with accounting practices prescribed by Part 31 of the Federal Acquisition Regulation and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America. Management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on this financial statement based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statement. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statement, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statement referred to above presents fairly, in all material respects, the direct labor, fringe benefits and general overhead of the Reporting Unit for the year ended September 27, 2015, on the basis of accounting described in Note 2.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 6, 2016 on our consideration of the Reporting Unit's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and other matters, including provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Reporting Unit's internal control over financial reporting and compliance. For the purpose of that report, we have classified significant internal controls over financial reporting into two categories: cash disbursements and payroll.

This report is intended solely for the use and information of the Reporting Unit and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation. This report should not be used for any other purpose.

Mayer Hoffman McCann P.C.

Denver, Colorado
January 6, 2016

KRESTON

Member of Kreston International – a global network of independent accounting firms

TETRA TECH, INC. A&E DIVISION
(A DIVISION OF TETRA TECH, INC.)

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

Year Ended September 27, 2015

<u>DESCRIPTION</u>	<u>FAR Ref.</u>	<u>Total Expenses</u>	<u>Total Adjustments</u>	<u>Adjusted Expenses</u>
DIRECT LABOR		<u>\$ 32,537,600</u>	<u>\$ -</u>	<u>\$ 32,537,600</u>
FRINGE BENEFITS	(11)	<u>\$ 21,063,920</u>	<u>\$ (1,080,704)</u>	<u>\$ 19,983,216</u>
GENERAL OVERHEAD:				
Indirect Labor	(9),(11)	15,610,476	(280,443)	15,330,033
Indirect Labor Premium Overtime		48,103	-	48,103
Intercompany Subcontract Labor	(9),(11)	1,475,899	3,606	1,479,505
Travel, Meals and Entertainment	(2),(11)	988,184	(122,209)	865,975
Recruiting, Relocation, Conferences and Dues	(3),(11)	607,172	(48,416)	558,756
Hardware, Software and Equipment Related Costs	(11)	1,607,556	(716)	1,606,840
Technology Usage - Transfer to G&A	(11)	2,818,836	(47,260)	2,771,576
Vehicle Usage and Related Costs	(11)	129,987	(177)	129,810
Insurance	(11)	776,928	(259)	776,669
Taxes and Licenses	(8)	390,199	(18)	390,181
Professional, Outside Services and Fees	(4),(11)	203,119	8,849	211,968
Legal Fees and Settlements	(4),(5)	47,846	(47,846)	-
Office Supplies, Postage and Shipping	(11)	219,151	(356)	218,795
Telecommunications	(11)	1,204,729	(429)	1,204,300
Building Rent and Related Costs	(6),(11)	5,146,244	111,232	5,257,476
Depreciation and Amortization		462,533	-	462,533
Fines and Penalties	(7),(11)	5,702	(5,702)	-
Home Office Allocation	(11)	3,406,995	(385,909)	3,021,086
Other Overhead Costs	(9),(11)	159,931	(102,776)	57,155
State Income Taxes		1,083,206	-	1,083,206
Foreign Income Tax Expense	(8)	154,837	(154,837)	-
Federal Income Tax Expense	(8)	6,134,049	(6,134,049)	-
Total General Overhead		<u>42,681,682</u>	<u>(7,207,715)</u>	<u>35,473,967</u>
COMBINED OVERHEAD		<u>\$ 63,745,602</u>	<u>\$ (8,288,419)</u>	<u>\$ 55,457,183</u>
PERCENT OF DIRECT LABOR				<u>170.44%</u>

See Notes to Statement of Direct Labor, Fringe Benefits and General Overhead

**TETRA TECH, INC. A&E DIVISION
(A DIVISION OF TETRA TECH, INC.)**

STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD

Year Ended September 27, 2015

FAR References:	
(1)	31.205-6, Compensation for personal services
(2)	31.205-14, Entertainment costs, 31.205-46, Travel costs, 31.205-51 and Costs of alcoholic beverages
(3)	31.205-1, Public relations and advertising and 31.205-34, Recruitment costs
(4)	31.205-33, Professional and consultant service costs
(5)	31.205-47, Costs related to legal and other proceedings
(6)	31.205-42, Termination costs for rental costs under unexpired leases and 31.205-36, Rental costs
(7)	31.205-15, Fines, penalties, and mischarging costs and 31.205-47, Costs related to legal and other proceedings
(8)	31.205-41, Taxes
(9)	31.205-8, Contributions, 31.205-3, Bad Debts and 31.203, Indirect costs
(10)	31.205-11 Depreciation

(11) Allocations to other Divisions

See Notes to Statement of Direct Labor, Fringe Benefits and General Overhead

**TETRA TECH, INC. A&E DIVISION
(A DIVISION OF TETRA TECH, INC.)**

**NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD**

(1) Organization and business

Nature of operations – Tetra Tech, Inc. A&E Division (the "Reporting Unit") is a division of Tetra Tech, Inc. (the "Parent"). The Reporting Unit provides engineering and architecture design services for river morphology, dam, levees, and flood protection. The Reporting Unit also specializes in fields of environmental studies, environmental compliance, environmental remediation/restoration, and other sustainable operations. The Reporting Unit's customers include commercial companies and government entities.

(2) Summary of significant accounting policies

Basis of accounting - The Reporting Unit's policy is to prepare its overhead schedules, which support the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Statement"), on the accrual basis of accounting as prescribed by Part 31 of the Federal Acquisition Regulation ("FAR"). Accordingly, the above-mentioned Statement is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America.

The Reporting Unit maintains a cost accounting system for the segregation of direct and indirect labor and expenses. A general ledger is maintained with separate accounts for direct and indirect expenses. Time sheets, expense reports and vendor invoices are used to accumulate direct and indirect expenses. Direct labor of salaried employees is calculated using the effective rate method to account for total time worked.

The Reporting Unit bills its clients for the following direct costs: labor, subcontractors, supplies, travel and per diems, equipment, technology usage (per hour), and vehicle usage (per mile).

The Reporting Unit uses an overhead rate with a direct and bid and proposal labor base, as well as a General and Administrative ("G&A") rate with a value added base. The value added base includes the following: direct labor, other direct costs, total overhead costs (including unallowable costs less overhead allocable to bid and proposal labor).

Accounting for unallowable costs – Management believes the costs included in the Statement do not include any costs that are unallowable under the FAR cost principles; such as advertising and public relations costs, contributions and donations, entertainment costs, fines, penalties and lobbying costs. This includes such costs that may be identified and allocated to the Reporting Unit by its Parent.

Direct costs – The Statement excludes the following classifications of direct costs which are related to projects: travel, equipment, supplies, and other direct costs. For subcontractors, the source of the direct charge is the vendor invoice received by the Reporting Unit.

**TETRA TECH, INC. A&E DIVISION
(A DIVISION OF TETRA TECH, INC.)**

**NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD**

(2) Summary of significant accounting policies (continued)

Project cost system – The Reporting Unit maintains a job order cost accounting system for the recording and accumulation of costs incurred under its contracts. Each project is assigned a job number so that costs are segregated and accumulated in the Reporting Unit's job order cost accounting system. Direct charge personnel are paid salaries and wages for all hours incurred. The Reporting Unit charges labor to all projects based on actual costs incurred.

Allocation from Parent – Overhead incurred by the Parent is allocated to the Reporting Unit based on a three-factor formula as prescribed by the Cost Accounting Standards Board. This corporate overhead allocation is included in the Statement.

Uncompensated overtime – The Reporting Unit pays overtime to both hourly and salaried employees. The overtime for these employees must be approved prior to being incurred.

Paid overtime – Overtime costs are incurred in meeting certain deadlines. If a non-exempt employee is eligible for overtime, the payment is equal to time and a half ("premium portion"). The premium portion of paid overtime is included in the Overhead Costs section of the Statement.

Contract labor –The Reporting Unit may utilize contract labor which is treated as a direct cost (as subcontract or other direct cost) and invoiced to the project.

Highly compensated employees –The Reporting Unit and Parent engaged an external services firm that specializes in employee benefits and compensation to review the total compensation incurred for its senior executives as defined by FAR 31.205-6(p).

Total compensation for senior executives was compared by the outside firm to the Parent and Reporting Unit's peers. The peer group was selected based upon competitors of similar size within the engineering and construction industry that had similar annual revenues and employees.

Compensation for the Parent and Reporting Unit's senior executives was determined to be reasonable in comparison to its peer group. External information is reviewed by Management. A median range of compensation (of comparable companies) is targeted for each senior executive. The Reporting Unit distributes labor costs to projects for all employee classifications. The Company performed an analysis of executive compensation in accordance with Chapter 7 of the American Association of State Highway and Transportation Officials (AASHTO) Audit and Accounting Guide. The analysis included an evaluation of the activities performed by executives of the Parent and the Reporting Unit and the forms of compensation paid to the executives, and amounts that exceed the Benchmark Compensation Amount (BCA) as determined by the Office of Federal Procurement Policy (OFPP) of \$952,308 for contracts executed prior to June 24, 2014. Contracts executed on or after June 24, 2014 are subject to the new statutory cap of \$487,000, and are limited to this amount. The analysis also included an evaluation of compensation reasonableness as described in the AASHTO Audit and Accounting Guide and the reasonable compensation amounts developed exceeded the AASHTO National Compensation Matrix by \$298,292 for the Reporting Unit.

**TETRA TECH, INC. A&E DIVISION
(A DIVISION OF TETRA TECH, INC.)**

**NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD**

(2) Summary of significant accounting policies (continued)

Pension – The Reporting Unit has a defined contribution 401(k) plan meeting the requirements of FAR subpart 31.205-6(j), to which it makes cash contributions/payments each year.

Depreciation/leasing – Depreciation of equipment is computed using the straight-line method with estimated useful lives from three to seven years. Leasehold improvements are depreciated over the lives of the leases or the expected lives of the improvements, whichever is shorter. Gains or losses on the disposition of assets are included as an indirect cost.

The depreciation reflected in the Reporting Unit's Statement is determined in a manner consistent with the depreciation policies and procedures followed for financial accounting purposes, subject to the limitations of FAR 31.205-11. Certain assets are under operating leases, with the lease costs included in the overhead pool.

Rental costs under unexpired leases, less the residual value of such leases, are generally allowable when shown to have been reasonably necessary for the performance of the terminated contract, if (1) the amount of the rental claimed does not exceed the reasonable use value of the property lease for the period of the contract and such further period as may be reasonable and (2) the contractor makes all reasonable efforts to terminate, assign, settle, or otherwise reduce the cost of such lease.

(3) Definition of terms

Direct labor costs – All salaries and wages specifically identified with a project except for the cost of compensated personal absence (holidays, vacations, sick leave and excused absence).

Fringe benefits costs – All Reporting Unit costs for compensated personal absence (holidays, vacations, sick leave and excused absence), payroll taxes, insurance (state unemployment, federal unemployment and Federal Insurance Contribution Act) and group insurance (medical and dental costs), bonus, and funded pension costs.

Indirect labor costs – All salaries and wages not specifically identified with a final cost objective are included in overhead or general and administrative cost pools in the Statement.

General overhead costs – Any management, financial and other expense which is incurred by or allocated to the Reporting Unit and is for the general management and administration of all projects as a whole.

**TETRA TECH, INC. A&E DIVISION
(A DIVISION OF TETRA TECH, INC.)**

**NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD**

(4) Summary

The following summarizes the allowable overhead rates incurred by the organization for the year ended September 27, 2015:

Fringe Benefit Rate	61.42%
General Overhead Rate	109.02%
Combined Rate	<u>170.44%</u>

(5) Federal Acquisition Regulation references for unallowable costs

31.201 General – All costs must be reasonable, allocable, follow Generally Accepted Accounting Principles and practices appropriate to the circumstances in order to be allowable.

31.201-2 Allowability – A cost is allowable only when the cost complies with all of the following requirements: (1) reasonableness, (2) allocability, (3) standards promulgated by the Cost Accounting Standards Board, and (4) terms of the contract.

31.201-3 Reasonable – A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

31.201-4 Allocability – A cost is allocable if it is assignable or chargeable to one or more cost objectives on the basis of relative benefits received or other equitable relationship.

31.202 Direct costs – Costs specifically identified with a final cost objective are direct costs of that cost objective. Direct costs are not included in any indirect cost pool to be allocated to that or any other final cost objective.

31.203 Indirect costs – Costs specifically identified as indirect should be allocated based on all applicable provisions. All costs incurred for the same purpose, in like circumstances, that have been included as a direct cost of that or any other cost objective are not indirect costs.

31.205-1 Public relations and advertising costs – Advertising for enhancement of corporate image is an unallowable cost.

31.205-3 Bad debts – Bad debts, including actual or estimated losses arising from uncollectible accounts receivable due from customers and other claims, and any directly associated costs such as collection costs, and legal costs are unallowable.

31.205-6(p) Limitation on allowability of compensation for certain contractor personnel (executive compensation benchmarks) – Compensation for certain highly compensated employees in management positions in excess of executive compensation benchmarks are unallowable.

**TETRA TECH, INC. A&E DIVISION
(A DIVISION OF TETRA TECH, INC.)**

**NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD**

(5) Federal Acquisition Regulation references for unallowable costs (continued)

31.205-8 Contributions and donations – Contributions or donations, including cash, property and services are unallowable.

31.205-11 Depreciation – Depreciation on a contractor's plant, equipment, and other capital facilities is an allowable contract cost.

31.205-14 Entertainment costs – Costs of amusements, diversions, social activities and any directly associated costs such as tickets to shows or sporting events, meals, lodging, rentals, transportation, and gratuities are unallowable. Costs of membership in social, dining, or country clubs or other organizations having the same purposes are also unallowable, regardless of whether the cost is reported as taxable income to the employees.

31.205-15 Fines, penalties, and mischarging costs – Costs of fines and penalties resulting from violations of, or failure of the contractor to comply with, Federal, State, local, or foreign laws and regulations, are unallowable.

31.205-20 Interest and other financial costs – Interest on borrowings, bond discounts, costs of financing and refinancing capital, legal and professional fees paid in connection with preparing prospectuses, and costs of preparing and issuing stock rights are unallowable.

31.205-22 Lobbying and political activity costs – Costs associated with lobbying and political activities to influence any Federal, State or local election, legislation, or employee are unallowable.

31.205-33 Professional and consultant service costs – Costs of professional and consultant services are allowable in relation to the services rendered and when not contingent upon recovery of the costs from the Government.

31.205-34 Recruitment cost – Costs associated with help – wanted advertising that do not describe specific positions or classes of positions or includes material that is not relevant for recruitment purposes, such as extensive illustrations or descriptions of the Company's product or capabilities are unallowable.

31.205-41 Taxes – Federal income and excess profit taxes are unallowable.

31.205-42 Termination costs – Rental costs under unexpired leases, less the residual value of such leases, are generally allowable when shown to have been reasonably necessary for the performance of the terminated contract, if (1) the amount of rental claimed does not exceed the reasonable use value of the property leased for the period of the contract and such further period as may be reasonable; and (2) the contractor makes all reasonable efforts to terminate, assign, settle, or otherwise reduce the cost of such lease.

**TETRA TECH, INC. A&E DIVISION
(A DIVISION OF TETRA TECH, INC.)**

**NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS
AND GENERAL OVERHEAD**

(5) Federal Acquisition Regulation references for unallowable costs (continued)

31.205-46 Travel costs – Meals and lodging in excess of Federal per diem rates are unallowable.

31.205-47 Legal – Costs related to proceedings brought by a Federal, State, or local government for violation of a law are unallowable.

31.205-51 Alcoholic beverages – Costs of alcoholic beverages are unallowable.

(6) Subsequent events

Management has evaluated subsequent events through January 6, 2016, which is the date upon which the Statement of Direct Labor, Fringe Benefits and General Overhead was available for issuance.



Mayer Hoffman McCann P.C.
An Independent CPA Firm

8181 E. Tufts Ave., Suite 600 ■ Denver, Colorado 80237
Main: 720.200.7000 ■ Fax: 720.200.7002 ■ www.mhmcpa.com

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Management of

TETRA TECH A&E DIVISION (A DIVISION OF TETRA TECH, INC.)

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States of America, the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Financial Statement") of Tetra Tech A&E Division (the "Reporting Unit") for the year ended September 27, 2015, and the related notes to the financial statement, and have issued our report thereon dated January 6, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statement, we considered the Reporting Unit's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing an opinion on the financial statement, but not for the purpose of expressing an opinion on the effectiveness of the Reporting Unit's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Reporting Unit's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statement will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Reporting Unit's financial statement is free from material misstatement, we performed tests of the Reporting Unit's compliance with certain provisions of laws, regulations, contracts, and other matters, including provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purposes.

This report is intended solely for the use and information of the Reporting Unit and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation. This report should not be used for any other purpose.

Mayer Hoffman McCann P.C.

Denver, Colorado
January 6, 2016



KRESTON

Member of Kreston International – a global network of independent accounting firms

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.

See Exhibit E-1 for each subconsultant fee determination cost computations, including associated overhead schedules if applicable. This on-call contract will include the following sub-consultants for specific work assignments as indicated:

1. Aspect Consulting - Geotechnical Engineering and associated studies
2. Casseday Consulting - Transportation Planning
3. SWCA Environmental Consultants - Cultural Resources
4. 1 Alliance Geomatics - Topographic Survey
5. Universal Field Services - Right-of-Way Services
6. MacLeod Rechord - Urban Design / Landscaping
7. Krazan and Associates - Materials Testing
8. Stepherson and Associates - Public Outreach

Agreement Number:

Exhibit E-1

City of Des Moines
ACTUALS NOT TO EXCEED TABLE (ANTE)
2016-2017 ON-Call Civil Engineering Services

Aspect Consulting LLC 350 Madison Ave N Bainbridge Island, WA 98110 ACTUALS NOT TO EXCEED TABLE (ANTE) - 2016*

Job Classifications	2016 Direct Labor Rates NTE	Overhead 209.25% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Principal	\$ 64.09	\$ 134.11	\$ 19.23	\$ 217.43
Senior Associate	\$ 62.67	\$ 131.14	\$ 18.80	\$ 212.61
Associate	\$ 51.50	\$ 107.76	\$ 15.45	\$ 174.71
Senior Engineer	\$ 46.88	\$ 98.10	\$ 14.06	\$ 159.04
Senior Project Manager	\$ 38.00	\$ 79.52	\$ 11.40	\$ 128.92
Project Manager	\$ 34.88	\$ 72.99	\$ 10.46	\$ 118.33
Sr. GIS/CAD Specialist	\$ 32.88	\$ 68.80	\$ 9.86	\$ 111.55
Senior Staff	\$ 27.94	\$ 58.46	\$ 8.38	\$ 94.79
Staff	\$ 26.61	\$ 55.68	\$ 7.98	\$ 90.27
Project Assistant	\$ 24.96	\$ 52.23	\$ 7.49	\$ 84.68
Field/Construction Supervisor	\$ 24.75	\$ 51.79	\$ 7.43	\$ 83.96
GIS/CAD Specialist	\$ 23.74	\$ 49.68	\$ 7.12	\$ 80.54
Field Technician	\$ 20.01	\$ 41.87	\$ 6.00	\$ 67.88

*Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate



**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 20, 2015

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

Subject: Acceptance FYE 2014 ICR – Risk Assessment Review

Dear Ms. Trish Klimek:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2014 ICR of 209.25%. 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:kal

Exhibit E-1

City of Des Moines
ACTUALS NOT TO EXCEED TABLE (ANTE)
2016-2017 ON-Call Civil Engineering Services

Casseday Consulting 9726 NE 138th Place Kirkland, WA 98034 ACTUALS NOT TO EXCEED TABLE (ANTE) - 2016*				
--	--	--	--	--

Job Classifications	2016 Direct Labor Rates NTE	Overhead** 110.00% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Principal Traffic Engineer	\$ 90.00	\$ 99.00	\$ 27.00	\$ 216.00
Traffic Analyst	\$ 50.00	\$ 55.00	\$ 15.00	\$ 120.00
Office Manager	\$ 50.00	\$ 55.00	\$ 15.00	\$ 120.00

*Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate

** Approved "Safe Harbor" indirect cost rate



**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 27, 2015

Katherine Casseday, Principal
Casseday Consulting
9726 NE 138th Pl
Kirkland, WA 98034-1808

Re: Casseday Consulting
Safe Harbor Indirect Cost Rate

Dear Ms. Casseday:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for Casseday Consulting. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for Casseday Consulting. The Safe Harbor rate is effective on July 27, 2015.

Casseday Consulting has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor rate of 110% will expire on June 30, 2016.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you, or any representatives of Casseday Consulting have any questions, please contact Brian Stallman, Schatzie Harvey, or Steve McKerney at (360)705-7003.

Sincerely,



Schatzie Harvey
WSDOT Agreement Compliance Audit Manager

SH:bs

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

CERTIFICATION OF FINAL INDIRECT COSTS – FOR A SAFE HARBOR INDIRECT COST RATE

Firm Name: Katherine G Casseday, dba Casseday Consulting

Project Number/Name: Seattle DOT: NE 45th Street Seismic Final Design

I, the undersigned, certify that I have reviewed the proposal to establish the Safe Harbor rate.

The firm is electing to use the SAFE HARBOR INDIRECT COST RATE of 110%. To the best of my knowledge and belief:

- a) The firm has not had a FAR compliant indirect cost rate previously accepted by any other state agency.*
- b) The firm will provide reports as required by the SAFE HARBOR RATE program on their progress toward compliance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*

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

The firm agrees to follow the "Path to Compliance". Steps noted below:

The Pathway must include:

- A timekeeping system which includes the Internal Controls described in chapter 6 of AASHTO*
- An accounting system which separates indirect costs and direct costs*
- An accounting system which separates allowable and unallowable cost*
- A compliant job cost system which is general ledger driven*
- Training for accounting personnel and key management on Part 31 of the Federal Acquisition Regulations, Contract Cost Principles and Procedures*
- A strong written internal control policy with a policy and procedures manual*

*Signature: Katherine G Casseday

*Name of Certifying Official (Print): Katherine G Casseday

*Title: Owner, Principal Traffic Engineer

Date of Certification (mm/dd/yyyy): 07/24/2015

*Note: This form is to be completed by an individual executive or financial officer of the consultant 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 proposal submitted in conjunction with the agreement.

Exhibit E-1

City of Des Moines
ACTUALS NOT TO EXCEED TABLE (ANTE)
2016-2017 ON-Call Civil Engineering Services

SWCA Environmental Consultants 221 1st Avenue West, Suite 205 Seattle, WA 98119 ACTUALS NOT TO EXCEED TABLE (ANTE) - 2016*

Job Classifications	2016 Direct Labor Rates NTE	Overhead 172.25% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Cultural Specialist 02	\$21.25	\$ 36.60	\$ 6.38	\$ 64.23
Cultural Specialist 03	\$24.75	\$ 42.63	\$ 7.43	\$ 74.81
Cultural Specialist 04	\$27.70	\$ 47.71	\$ 8.31	\$ 83.72
Cultural Specialist 05	\$31.65	\$ 54.52	\$ 9.50	\$ 95.66
Cultural Specialist 07	\$39.90	\$ 68.73	\$ 11.97	\$ 120.60
Cultural Specialist 09	\$44.55	\$ 76.74	\$ 13.37	\$ 134.65
Cultural Specialist 11	\$56.75	\$ 97.75	\$ 17.03	\$ 171.53
Admin Specialist	\$23.50	\$ 40.48	\$ 7.05	\$ 71.03
GIS Specialist	\$25.75	\$ 44.35	\$ 7.73	\$ 77.83
Environmental Specialist 04	\$26.00	\$ 44.79	\$ 7.80	\$ 78.59
Environmental Specialist 05	\$32.00	\$ 55.12	\$ 9.60	\$ 96.72
Environmental Specialist 06	\$35.90	\$ 61.84	\$ 10.77	\$ 108.51

*Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate



**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 5, 2015

SWCA Environmental Consultants
3033 N. Central Avenue, Suite 145
Phoenix, AZ 85012

Subject: Acceptance FYE 2014 ICR – Audit Office Review

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2014 Indirect Cost Rate (ICR) of 172.25% of direct labor (rate includes 0.27% Facilities Cost of Capital). 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;


For ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck



Phoenix Office
3033 North Central Avenue, Suite 145
Phoenix, Arizona 85012
Tel 602.274.3831 Fax 602.274.3958
www.swca.com

Dear Business Partner:

SWCA, Incorporated (SWCA) is a privately held corporation and accordingly does not share its financial statements with clients, other than upon request from a Governmental agency.

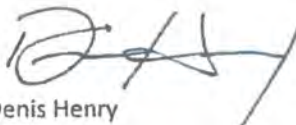
SWCA employs an independent audit firm to perform an annual audit of its Overhead Schedule, in compliance with Part 31 of the Federal Acquisition Regulation (FAR).

While it is SWCA's policy not to share financial statements, SWCA values the business opportunity with your firm, and is committed to assisting you in complying with your client requirements. SWCA has successfully helped clients comply by:

1. Providing the audited schedule directly to the government agency, with a confirmation receipt for your records.
2. Providing the attached letter from SWCA's independent auditors with information about the audit and verifying our overhead rate.

If you have any questions, please feel free to contact our Controller, Dale Dykstra at 602-274-3831 or ddykstra@swca.com.

Thank you again for the opportunity on this project.



Denis Henry
CFO



CTAs & BUSINESS ADVISORS

July 06, 2015

To the Board of Directors
SWCA, Incorporated
3033 North Central Avenue, Suite 145
Phoenix, Arizona 85012

We have audited, in accordance with generally accepted auditing standards of the United States of America, the Statement of Direct Labor, Fringe Benefits, and General Overhead (hereinafter referred to as the Overhead Statement) of SWCA, Incorporated (the Company) for the year ended December 31, 2014, and have issued our report thereon dated July 06, 2015. That report expressed an unmodified opinion on the Overhead Statement, which was prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulation (FAR). The audited overhead rate and facilities capital cost of money of the Company for the year ended December 31, 2014 were 173.0% and 0.27%, respectively.

Eide Bailly LLP

Vanessa Dutton
Partner

www.eidebailly.com

Exhibit E-1

City of Des Moines
ACTUALS NOT TO EXCEED TABLE (ANTE)
2016-2017 ON-Call Civil Engineering Services

1Alliance Geomatics 1261A 120th Ave NE Bellevue, WA 98005 ACTUALS NOT TO EXCEED TABLE (ANTE) - 2016*

Job Classifications	2016 Direct Labor Rates NTE	Overhead** 110.00% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Principal Surveyor	\$ 70.00	\$ 77.00	\$ 21.00	\$ 168.00
Project Manager	\$ 42.50	\$ 46.75	\$ 12.75	\$ 102.00
Project Surveyor	\$ 36.50	\$ 40.15	\$ 10.95	\$ 87.60
Survey Tech V (Field and CADD)	\$ 34.00	\$ 37.40	\$ 10.20	\$ 81.60
Survey Tech IV (Field and CADD)	\$ 33.00	\$ 36.30	\$ 9.90	\$ 79.20
Survey Tech III (Field and CADD)	\$ 29.00	\$ 31.90	\$ 8.70	\$ 69.60
Survey Tech II (Field and CADD)	\$ 25.00	\$ 27.50	\$ 7.50	\$ 60.00
Survey Tech I (Field and CADD)	\$ 20.00	\$ 22.00	\$ 6.00	\$ 48.00
Admin	\$ 25.00	\$ 27.50	\$ 7.50	\$ 60.00

*Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate

** Approved "Safe Harbor" indirect cost rate



**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

May 12, 2014

T. Jason Nakamura, President
1 Alliance Geomatics, LLC
625 Strander Blvd, Suite E
Seattle WA 98188

Re: 1 Alliance Geomatics, LLC
Safe Harbor Indirect Cost Rate

Dear Mr. Nakamura:

Washington State is one of ten states who have received approval from Federal Highway Headquarters to participate in the Test and Evaluation Program (TE-045) for use of a "safe harbor" indirect cost rate on engineering and design related service contracts, as well as for Local Public Agency projects.

We have completed our risk assessment for 1 Alliance Geomatics, LLC. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, your firm is eligible to use the Safe Harbor rate. You have opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate at this time.

We are issuing the Safe Harbor Indirect Cost Rate of 110% of direct labor for 1 Alliance Geomatics, LLC. The Safe Harbor rate is effective on May 12, 2014.

1 Alliance Geomatics, LLC has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in future accordance to Federal cost principles (48 CFR FAR). The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor rate of 110% will expire on June 30, 2016.

The Safe Harbor Rate will not be subject to audit. Please coordinate with WSDOT Consultant Services (CSO) or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you, or any representatives of 1 Alliance Geomatics, LLC have any questions, please contact Martha Roach, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Martha S. Roach
Agreement Compliance Audit Manager

MR:lt

cc: Steve McKerney, Director of Internal Audit
Jeri Sivertson, Assistant Director of Internal Audit
Larry Schofield, MS 47323
File

Exhibit E-1

City of Des Moines
ACTUALS NOT TO EXCEED TABLE (ANTE)
2016-2017 ON-Call Civil Engineering Services

Universal Field Services 111 Main Street, Suite 105 Edmonds, WA 98020 ACTUALS NOT TO EXCEED TABLE (ANTE) - 2016*				
---	--	--	--	--

Job Classifications	2016 Direct Labor Rates NTE	Overhead 46.97% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Project Oversight / Project Manager	\$ 58.00	\$ 26.30	\$ 16.80	\$ 99.10
Project Manager	\$ 44.00	\$ 20.67	\$ 13.20	\$ 77.87
Senior Acquisition Specialist	\$ 39.00	\$ 18.32	\$ 11.70	\$ 69.02
Senior Relocation Specialist	\$ 39.00	\$ 18.32	\$ 11.70	\$ 69.02
Acquisition Specialist	\$ 37.00	\$ 17.38	\$ 11.10	\$ 65.48
Relocation Specialist	\$ 37.00	\$ 17.38	\$ 11.10	\$ 65.48
Title Records Specialist	\$ 32.00	\$ 15.03	\$ 9.60	\$ 56.63
Senior Administrative Specialist	\$ 30.00	\$ 14.09	\$ 9.00	\$ 53.09
Administrative Specialist	\$ 20.00	\$ 9.39	\$ 6.00	\$ 35.39

*Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate



**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

March 10, 2015

Universal Field Services, Inc.
111 Main Street, Suite 105
Edmonds, WA 98020

Subject: Acceptance FYE October 31, 2014 ICR – Cognizant Review

Dear Mr. Mitch Legel:

We have accepted your firms FYE October 31, 2014 Indirect Cost Rate (ICR) of 46.97% of direct labor based on the "Cognizant Review" from The Oklahoma Department of Transportation (ODOT). 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.

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:rck

Exhibit E-1

City of Des Moines
ACTUALS NOT TO EXCEED TABLE (ANTE)
2016-2017 ON-Call Civil Engineering Services

MacLeod Reckord, PLLC 110 Prefontaine Place South, Suite 600 Seattle, WA 98104 ACTUALS NOT TO EXCEED TABLE (ANTE) - 2016*				
--	--	--	--	--

Job Classifications	2016 Direct Labor Rates NTE	Overhead 203.91% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Marketing Manager	\$ 26.00	\$ 53.02	\$ 7.80	\$ 86.82
Principal 3	\$ 45.00	\$ 91.76	\$ 13.50	\$ 150.26
Finance Manager	\$ 30.00	\$ 61.17	\$ 9.00	\$ 100.17
Landscape Designer 2	\$ 27.00	\$ 55.06	\$ 8.10	\$ 90.16
Landscape Architect 1	\$ 36.00	\$ 73.41	\$ 10.80	\$ 120.21

*Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate



**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: 1-800-633-6388
www.wsdot.wa.gov

July 16, 2014

MacLeod Reckord PLLC
83 Columbia Street, Suite 306
Seattle, WA 98104

Subject: MacLeod Reckord PLLC - Provisional Indirect Cost Rate

Dear: Ms. Connie Reckord

We have provisionally accepted your proposed Indirect Cost Rate (ICR) of 203.91% for your firm. This rate will be applicable to Local Agency contracts only. Your firm will be required to successfully complete a thorough review or audit of FYE14 prior to 180 days of the close of your FYE14. Our expectation is that your firm will take measures to address the high indirect percentage prior to providing the FYE14 ICR materials. Should this not happen, we reserve the right to not process further rate approvals for consultant contracts.

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 ICR.

If you have any questions, feel free to call me at (360) 705-7106 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ

Exhibit E-1

**City of Des Moines
ACTUALS NOT TO EXCEED TABLE (ANTE)
2016-2017 ON-Call Civil Engineering Services**

Krazan and Associates 922 Valley Ave NW, Ste. 101 Puyallup, WA 98371 ACTUALS NOT TO EXCEED TABLE (ANTE) - 2016*
--

Job Classifications	2016 Direct Labor Rates NTE	Overhead 170.00% NTE	Fixed Fee 30% NTE	All Inclusive Hourly Billing Rate NTE
Registered Professional Engineer	\$ 49.13	\$ 83.52	\$ 14.74	\$ 147.39
Project Manager	\$ 40.86	\$ 69.46	\$ 12.26	\$ 122.58
Soils and Asphalt Compaction Testing	\$ 26.25	\$ 44.63	\$ 7.88	\$ 78.75
Structural Steel Inspector (WABO Certified)	\$ 28.00	\$ 47.60	\$ 8.40	\$ 84.00
Special Inspector (WABO/ICC/ACI Certified)	\$ 24.50	\$ 41.65	\$ 7.35	\$ 73.50
Sample Pickup Technician	\$ 19.00	\$ 32.30	\$ 5.70	\$ 57.00
Administrative Support/Clerical	\$ 18.25	\$ 31.03	\$ 5.48	\$ 54.75

**Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate*



**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 29, 2015

Krazan & Associates, Inc.
215 West Dakota Avenue
Clovis, CA 93612

Subject: Acceptance FYE 2014 ICR – Risk Assessment Review

Dear Ms. Jodi Ragsdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2014 ICR of 170.00%. 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:kal

Exhibit E-1

City of Des Moines
ACTUALS NOT TO EXCEED TABLE (ANTE)
2016-2017 ON-Call Civil Engineering Services

Stepherson and Associates 2518 2nd Avenue Seattle, WA 98121 ACTUALS NOT TO EXCEED TABLE (ANTE) - 2016*				
---	--	--	--	--

Job Classifications	2016 Direct Labor Rates NTE	Overhead** 0.00% NTE	Fixed Fee** 0% NTE	All Inclusive Hourly Billing Rate NTE
Principal	\$ 175.00	\$ -	\$ -	\$ 175.00
Senior Associate 2	\$ 160.00	\$ -	\$ -	\$ 160.00
Senior Associate 1	\$ 145.00	\$ -	\$ -	\$ 145.00
Associate 3	\$ 130.00	\$ -	\$ -	\$ 130.00
Associate 2	\$ 120.00	\$ -	\$ -	\$ 120.00
Associate 1	\$ 105.00	\$ -	\$ -	\$ 105.00
Project Coordinator	\$ 95.00	\$ -	\$ -	\$ 95.00
Graphics and Creative	\$ 110.00	\$ -	\$ -	\$ 110.00
Administrator	\$ 110.00	\$ -	\$ -	\$ 110.00
Clerical	\$ 80.00	\$ -	\$ -	\$ 80.00
		\$ -	\$ -	\$ -

*Invoiced labor rates may be less than the Low rate shown per job classification, but may not exceed the NTE rate

** Small firm, all inclusive rates

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:

Exhibit G ***Certification Documents***

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Tetra Tech Inc.

whose address is

400 112th Ave NE, Bellevue, WA 98004

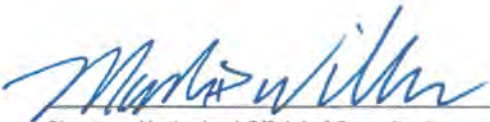
and that neither the above firm nor I have:

- 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);

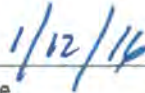
I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Tetra Tech Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)



Date

Agreement Number:

Exhibit G-1(b) Certification of Agency Official

I hereby certify that I am the:

☒ Agency Official

☐ Other

of the City of Des Moines, and
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
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:

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.

Tetra Tech Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

1/12/16

Date

Agreement Number:

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.

Tetra Tech Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Date

1/12/14

Agreement Number:

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 the 2016-2017 ON-Call Eng. 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: Tetra Tech Inc.


Signature

1/12/16
Title

Date of Execution***: 1/21/2016

*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:

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 \$

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

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: \$

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

Agreement Number:

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:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

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:

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:

**CITY OF DES MOINES
ENGINEERING SERVICES DEPARTMENT
REQUEST FOR QUALIFICATIONS
ON-CALL GENERAL CIVIL ENGINEERING SERVICES
2016 – 2017
Submittal Due Date: October 30, 2015**

GENERAL SCOPE:

The City of Des Moines is requesting statements of qualifications for firms interested in providing on-call General Civil Engineering Services for various City projects and tasks. The selected consultant(s) shall be responsible for preparing and/or reviewing civil engineering plans and specifications and where necessary, associated NEPA and or SEPA, studies, reports, and permits. The selected consultant(s) will be responsible for review of engineering aspects of selected developer plans. The selected consultant(s) will also provide predesign studies and final design assistance in support of City capital projects, operations, and maintenance including but not limited to, projects selected from the City of Des Moines adopted Transportation Improvement Plan. The City may also require architectural, landscape and/or urban design services in support of capital projects possibly including, but not limited to, arterial corridor planning, preservation of historic structures and/or improvements in the city center. The selected consultant(s) shall be available on an as-needed basis from January 1, 2016 to December 31, 2017. One or more consultant contracts will be considered under this solicitation, each with a maximum cost of up to \$1,000,000, incurred under multiple task order assignments. The Consultant(s) will be expected to respond on short notice to requests for technical services to resolve urgent task orders.

PROFESSIONAL SERVICES REQUIRED:

It is the intent of the City of Des Moines that the selected firm(s) will have experience in accomplishing similar work for municipal clients. The ideal firm(s) would be able to provide civil engineering services including the specialty areas of bridge and structural engineering, geotechnical engineering, pavement and roadway design, traffic engineering, transportation planning including preparation of comprehensive transportation plans, corridor studies and traffic impact fee programs, surface water management plans, utility plans, construction engineering and construction management. Other services requested of the selected consultant(s) may include architectural, historic preservation, survey, wetlands & environmental studies, permit acquisition, right-of-way services, materials testing, grant preparation, public outreach and other related work.

It is anticipated that the City of Des Moines may select firms in the following (but not limited to) categories:

- General Civil Engineering – All services as illustrated above
- Structural Engineering – General and Bridge Services
- Geotechnical Engineering – General Services
- Environmental Engineering – General and Permitting Services

Work performed under this scope will consist of individually negotiated task order assignments processed under a consultant agreement. Work will be based upon a project scope that may involve any one or a combination of disciplines and expertise and therefore may require the participation of one or several individual specialists. Work on scoping and/or preparation of the individual task order assignments is not reimbursable.

In the case of projects covering two or more distinct phases, when the cost for the second phase depends on decisions reached during the first phase, the task order assignment should cover only the first phase. The consultant agreement(s) for preliminary engineering will state that the consultant may be considered for subsequent phases upon satisfactory performance on prior work and upon negotiation of an agreement for the subsequent phase(s). The City of Des Moines is not obligated to use the same consultant firm for all phases. Separate consultant task order assignments may be considered for each phase (e.g., one for preliminary engineering and another for construction engineering).

RFQ SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA:

Responses to this Request for Qualifications shall be limited to fifteen (15) single-sided pages, not including cover letter. A minimum of three references pertaining to the requested services must be listed, with current phone

numbers and contact persons as a part of the RFQ. In addition, the consultant may submit a brochure describing the general capabilities of their firm along with the RFQ.

The RFQ's will be evaluated by a selection committee. If the selection committee cannot make definitive consultant selections, the City may choose to conduct oral interviews of top ranking firms. The committee will ultimately select Civil Engineering firms to be included on an on-call roster for 2016-2017.

The selection committee will use, but will not be limited to, the following criteria for consultant selection:

- Consultant's specialized experience and technical competence in performing the type of work requested in the general scope of work under one of the categories listed. The proposal document should list work experience specific to the consultant's staff members who would work for the City under this contract. (45 points)
- Demonstrated ability to perform work in a timely manner, (20 points)
- Demonstrated ability to be responsive, meet schedules and manage budgets. (30 points)
- Demonstrated ability to successfully work with municipalities and regulatory agencies. (25 points)
- Experience and ability to work on federally funded projects consistent with state and national requirements. (30 points)

Total maximum points: 150

The City of Des Moines in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Five (5) copies of the response to this RFQ must be delivered to the City of Des Moines, 21650 11th Avenue South, Des Moines, WA 98198, Attention: R. Brandon Carver, by **4:00 PM on October 30, 2015**. Questions regarding this Request for Qualifications should be directed in writing, via e-mail only, to Andrew Merges, at amerges@desmoineswa.gov by 12:00 PM October 23, 2015. City written responses will be available to interested parties on or before the COB October 27, 2015.

Published in the Daily Journal of Commerce: October 8, 2015 and October 15, 2015.

Consensus Ranking

****Note:** ESA selected as sub-consultant to KPG and KPFF

THIS PAGE LEFT INTENTIONALLY BLANK

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

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☐ Yes ☐ No	
Project Title		
Description of Work		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐ No DBE Participation ☐ No MBE Participation ☐ No WBE Participation ☐ No SBE Participation	Total Amount Authorized: Management Reserve Fund: Maximum Amount Payable:

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:

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

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:
 Agency:
 Address:
 City: State: Zip:
 Email:
 Phone:
 Facsimile:

If to CONSULTANT:

Name:
 Agency:
 Address:
 City: State: Zip:
 Email:
 Phone:
 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 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:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

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

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

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

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

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

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

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

Agreement Number:

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

Agreement Number:

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

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

VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

Agreement Number:

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

Agreement Number:

XII. Legal Relations

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

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

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

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

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

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

Agreement Number:

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

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

Insurance Coverage

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

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

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

Name:
 Agency:
 Address:
 City: State: Zip:
 Email:
 Phone:
 Facsimile:

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

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

Agreement Number:

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.

Agreement Number:

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

Agreement Number:

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

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

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

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

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

XX. Records Maintenance

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

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

Agreement Number:

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

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:

Exhibit A Scope of Work

Project No.

Agreement Number:

Exhibit B
DBE Participation

Agreement Number:

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

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

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

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

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

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Agreement Number:

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.

Agreement Number:

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:

Exhibit G ***Certification Documents***

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

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

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
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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐

☐ Other

of the _____, and
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 _____ 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: _____

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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

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 _____, 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: _____

Signature

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: _____

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 \$

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

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: \$

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

Agreement Number:

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:

Step 5 Forward Documents to Local Programs

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

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

Agreement Number:

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 met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT 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:

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:

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Professional Services Contract for Recruitment Services

ATTACHMENTS:

Proposals to conduct an executive recruitment for a City Manager on behalf of the City of Des Moines submitted by the following firms:

1. Bob Murray and Associates
2. Colin Baenziger and Associates
3. Herd Freed Hartz Executive Search Partners
4. Strategic Government Resources
5. Waldron
6. Waters and Company

FOR AGENDA OF: January 21, 2016

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: January 8, 2016

CLEARANCES:

- ☐ Legal N/A
- ☐ Economic Development N/A
- ☒ Finance *DM*
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☐ Planning, Building & Public Works N/A
- ☐ Police N/A
- ☐ Courts N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL** *DM*

Purpose and Recommendation

The purpose of this agenda item is to initiate the recruitment and selection process for the position of City Manager. Staff recommends that the City Council review the attached proposals submitted by executive recruitment firms to recruit for the position of City Manager; authorize the City Manager to execute a professional services contract for the recruitment of a City Manager, and/or take other action relative to the recruitment of a City Manager as the Council deems appropriate.

Suggested Motion

Motion: “I move to authorize the City Manager to execute a professional services contract for the recruitment of a City Manager with _____.”

Background

On January 7, 2016, City Manager Tony Piasecki informed the City Council that he was retiring after twenty years of service to the City effective August 19, 2016. The Council directed City Manager to direct the Human Resources Manager to solicit proposals from qualified executive search firms to perform

the City Manager recruitment. She solicited proposals from six executive search firms with extensive experience in public sector executive recruitments, particularly recruitments for the position of City Manager. All six firms responded to the RFP; their proposals are attached to this staff report as follows:

1. Bob Murray and Associates
2. Colin Baenziger and Associates
3. Herd Freed Hartz Executive Search Partners
4. Strategic Government Resources
5. Waldron
6. Waters and Company

Discussion

The following options are available to Council:

1. Authorize the City Manager to enter into a contract with one of the above referenced search firms;
2. Direct staff to pursue a more extensive RFP process seeking additional recruitment firms;
3. Direct staff to take other action toward the recruitment of the City Manager as the Council deems appropriate; or
4. Take no action at this time.

Alternatives

The alternative would be to direct the Human Resources Manager to conduct the recruitment process.

Financial Impact

The financial impact for City Manager executive professional service contract is estimated to range from \$24,000 to \$40,000. This professional service cost and additional associated recruitment costs are not included in the 2016 budget.

Recommendation or Conclusion

It is recommended that the City Council authorize the City Manager to enter into a contract with one of the above referenced search firms.



**A PROPOSAL TO CONDUCT AN EXECUTIVE
RECRUITMENT FOR A
City Manager
ON BEHALF OF THE
City of Des Moines**

1677 Eureka Road, Suite 202
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

January 13, 2016

Mayor Matt Pina and
Member of the City Council
City of Des Moines
21630 11th Avenue South, Suite A
Des Moines, WA 98198

Dear Mayor Pina and Council Members:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the City Manager recruitment for the City of Des Moines. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

With respect to the City Manager recruitment, Bob Murray & Associates offers the following expertise:

- We have placed over 200 City Managers since our firm's inception in 2000. We are currently conducting City Manager recruitments on behalf of the cities of Manteca, Martinez, Rosemead, Santee, and Vernon (City Administrator), CA; as well as the cities of Newberg, OR and Chandler, AZ. In the past three years, we have placed City Managers in the California cities of Albany, Arvin, Atherton, Banning, Bell, Cathedral City, Chino, Chino Hills, Colton, Concord, El Monte, Fortuna, Goleta, Hemet, Hesperia, Lake Elsinore, Lemon Grove, Marina, Merced, Modesto, Oceanside, Oxnard, Pico Rivera, Rancho Cordova, Rancho Palos Verdes, Redondo Beach, San Fernando, Santa Ana, Seaside, South Gate, Temple City, and Ventura, CA; Chandler, Glendale, Phoenix, and Tucson, AZ; Sterling, CO; Miami Beach, FL; Topeka, KS; and Dallas, TX. For a complete list of our previous City Manager recruitments, please reference the enclosed client list. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the next City Manager for the City of Des Moines.
- Bob Murray & Associates' experience in the State of Washington is diverse and will be an asset when presenting opportunities to prospective candidates. We most recently completed the searches for the Riverfront Park Director and Planning Services Director

for the City of Spokane, the Deputy Fire Chief recruitment on behalf of the Spokane Valley Fire Department, the Police Chief search on behalf of the City of Seattle, and assisted the City of Vancouver in sourcing candidates for its Police Chief search; we also recently completed the Human Resources Director recruitment on behalf of the City of Bellevue, as well as the Fire Chief and Police Chief recruitments for the City of Walla Walla. Our knowledge of your state, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.

- Our process is specifically designed to meet your needs. We have developed and carried out numerous recruitment processes involving a wide variety of interests both inside and outside the organization. Should the City so desire, we can develop a process that provides a forum for the participation of members of the City Council, Department Heads, staff and representatives of the community, as appropriate, in development of the candidate profile and the selection process. Our expertise includes designing interview strategies that involve these groups in the process while ensuring that the City Council is able to make the final selection. In addition, we can facilitate discussion among these groups that leads to a consensus concerning the ideal candidate. Our knowledge of how to develop an effective process that is suited specifically to the needs of the City is unsurpassed.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Des Moines, but also that the selected candidate will reflect positively upon your organization.

To learn first hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 10 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips

President

Bob Murray & Associates

TABLE OF CONTENTS

THE RECRUITMENT PROCESS.....	2
STEP 1 DEVELOPING THE CANDIDATE PROFILE	2
STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE	2
STEP 3 RECRUITING CANDIDATES.....	2
STEP 4 SCREENING CANDIDATES	2
STEP 5 PERSONAL INTERVIEWS	3
STEP 6 PUBLIC RECORD SEARCH	3
STEP 7 RECOMMENDATION	3
STEP 8 FINAL INTERVIEWS	3
STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS.....	4
STEP 10 NEGOTIATIONS.....	4
STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE	4
BUDGET AND TIMING.....	5
PROFESSIONAL FEE AND EXPENSES	5
TIMING	5
GUARANTEE	5
PROFESSIONAL QUALIFICATIONS	6
REFERENCES	10

THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Des Moines has quality candidates from which to select the new City Manager. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Des Moines's needs will be key to a successful search. We will work with the City Council to learn as much as possible about the organization's expectations for a new City Manager. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Des Moines. We also want to know the City Council's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Des Moines's needs, we will design an effective advertising campaign appropriate for the City Manager recruitment. We will focus on professional journals that are specifically suited to the City Manager search. We will also develop a professional recruitment brochure on the City Council's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Des Moines.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers for the communities in which the candidates have worked. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment we will provide the City Council with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

BUDGET AND TIMING

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the City Manager recruitment on behalf of the City of Des Moines is \$16,500 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Des Moines will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project to be \$7,400. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy five to ninety days from the start of the search.

Task:

Week:

Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
City approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
City approves candidates:	12 weeks from contract start date
City's interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by City, if necessary:	15 weeks from contract start date
Offer of Employment:	16 weeks from contract start date

GUARANTEE

We guarantee that should a recommended candidate selected for the position be terminated within the first year of employment we will conduct the search again at no cost (with the exception of expenses) to the City of Des Moines. We are confident in our ability to recruit outstanding candidates and do not expect the City of Des Moines to find it necessary to exercise this provision of our proposal.

PROFESSIONAL QUALIFICATIONS

BOB MURRAY, FOUNDER

Mr. Murray brings over 25 years experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest.

Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held positions in law enforcement.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT

Ms. Gaeta Phillips has over 15 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Gaeta Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in a variety of industries and fields, including Finance, Information Technology, and Engineering. Ms. Gaeta Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Gaeta Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT

Mr. Phillips started his career with a New York based Fortune 100 company and quickly became a Senior Manager building and running a large customer service organization in New York and eventually in thirteen countries in Europe. He also served as a Director with a large Fortune 500 company and was responsible for developing and maintaining new and existing clients in Europe, Asia, and Australia. He then became Senior Vice President with a public enterprise software company. Some of his successes include building an organization from 2 to 250 people worldwide; acquiring 5 companies in two years; and growing a company from 800 to 1200 employees.

Mr. Phillips was part of an executive acquisition and recruiting team where he helped build a start-up enterprise software company in San Francisco. He recruited top notch talent, and built a world class organization. The company was eventually sold to a Fortune 500 software company.

Mr. Phillips has maintained customer relationships in the public sector, private sector, as well as medical, and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips is involved in his community as a soccer coach and as an organizer of fundraisers for Autism Speaks in Sacramento. Mr. Phillips received his Associate of Science degree, as well as completed coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates. Most recently, he worked as a private consultant with Deloitte and Touche on various public sector assignments. Prior to that, he served as Director of Public Safety with the City of Sunnyvale, CA.

Mr. Williams was involved in the development of some of Sunnyvale's most innovative programs and has a national reputation for excellence in law enforcement. He has been responsible for numerous recruitments throughout his career. Clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having recently retired as the Chief of Police in Walnut Creek, CA.

Throughout his career, Mr. Bryden has been involved in public sector consulting. He has vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government. Mr. Bryden has a solid reputation as a leader in the public sector, and clients find his ability to find and evaluate outstanding applicants invaluable.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts degree in Communication from San Diego State University.

FRED FREEMAN, VICE PRESIDENT

Mr. Freeman brings over 24 years of local government experience to Bob Murray & Associates, with 11 years in the recruitment field. Mr. Freeman is a retired Chief of Police and has served as an elected official in local government. He has vetted hundreds of local governmental officials in the pre-employment process and conducted recruitments for positions in all sectors of public agency employment.

In addition to his career in the law enforcement field, Mr. Freeman served as the Mayor and the Mayor Pro-Tem for the Los Alamitos City Council. Mr. Freeman has been a member of the Public Safety Policy Committee - California League of Cities; the Orange County Fire Authority Board of Directors; and the Orange Line Development Authority as the Vice-Chair. His unique perspective and experience, as both a member of executive city staff and as an elected official, provides exceptional results for our clients.

Mr. Freeman is a graduate of the FBI National Academy and received his Teaching Credential from the University of California Los Angeles.

AMANDA URRUTIA-SANDERS, PRINCIPAL CONSULTANT

As a consultant with Bob Murray & Associates, Ms. Urrutia-Sanders is responsible for research, candidate recruitment and screening, as well as reference checks and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search.

Ms. Urrutia-Sanders brings several years of industry experience as she worked for one of the nation's largest recruitment firms. Her insight into the recruitment process is a valuable asset to Bob Murray & Associates.

Ms. Urrutia-Sanders received her Bachelor of Arts degree in Communications from the University of Wyoming.

AMBER SMITH, SENIOR CONSULTANT

As Senior Consultant with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Smith brings over 5 years of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. She is committed to working as a partner with clients and candidates in order to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

ADAM CARP, OFFICE COORDINATOR

Mr. Adam Carp is the Office Coordinator at Bob Murray & Associates. He is the first point of contact at Bob Murray & Associates and has years of administrative experience. Mr. Carp actively contributes to Bob Murray and Associates' goal of providing exceptional customer service through close coordination and follow through with our clients and candidates alike.

Mr. Carp received his Bachelor of Arts degree in Spanish from the University of California, Los Angeles.

REFERENCES

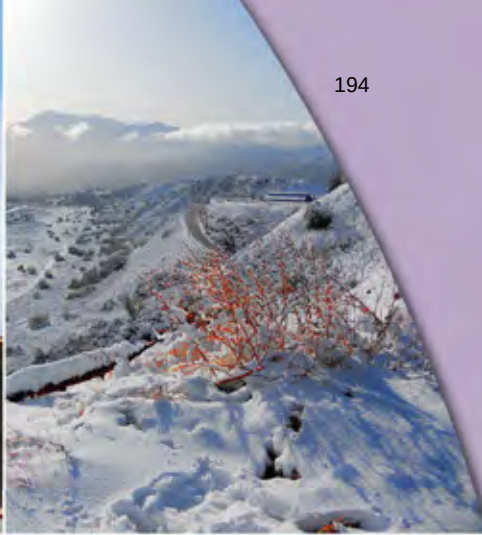
Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

<i>CLIENT:</i>	City of Bellevue, WA
<i>POSITION:</i>	Human Resources Director, Police Chief
<i>REFERENCE:</i>	Mr. Steve Sarkozy, former City Manager, (206) 310-0031
<i>CLIENT:</i>	City of Spokane, WA
<i>POSITION:</i>	Planning Services Director and Riverfront Park Director
<i>REFERENCE:</i>	Ms. Lisa Richards, Human Resources Analyst, (509) 625-6909
<i>CLIENT:</i>	City of Banning, CA
<i>POSITION:</i>	City Manager
<i>REFERENCE:</i>	Mayor Debbie Franklin, (951) 922-3146; Mayor Pro Tem Art Welch (951) 922-3146
<i>CLIENT:</i>	City of Seaside, CA
<i>POSITION:</i>	Fire Chief, City Manager
<i>REFERENCE:</i>	Craig Malin, City Manager (831) 899-6702 Roberta Greathouse, Human Resources Manager (831) 899-6713

CITY OF BANNING, CA

INVITES YOUR
INTEREST IN
THE POSITION OF

CITY MANAGER



**BOB MURRAY
& ASSOCIATES**
EXPERTS IN EXECUTIVE SEARCH

195
The City of
Banning is strategically
located in the San Gorgonio
Pass area of Southern California
astride Interstate 10 between
Los Angeles and Palm
Springs.

THE COMMUNITY

The City of Banning, CA (population 30,490) is strategically located in the San Gorgonio Pass area of Southern California astride Interstate 10 between Los Angeles and Palm Springs. The community enjoys clean air, ample water supplies, and the inspiring vistas of the two tallest peaks in Southern California, Mt. San Gorgonio and Mt. San Jacinto. In addition, residents enjoy picturesque meadows, fruit groves, and a charming downtown.

Recreational activities are plentiful with the mountain resorts of Idyllwild, Lake Arrowhead, and Big Bear only a short drive away. The premier golf destinations of Palm Springs, Rancho Mirage, and Indian Wells are equally close. Development opportunities exist for commercial, industrial, and residential projects. These opportunities are enhanced by City owned water and electric utilities, a municipal airport, and easy access to four commercial airports.

THE ORGANIZATION & DEPARTMENT

Incorporated in 1913, the City of Banning is a general law city operating under the Council-Manager form of government. Five City Council members are elected at-large to serve staggered four-year terms. The City Manager and City Attorney are appointed by the City Council.

Banning is a full service city with approximately 155 full time employees. Departments include Administration, City Clerk, Administrative Services, Community Development, Economic Development, Public Works, Community Services, Public Utilities, and Police. Fire protection services are provided via a contract with Riverside County. The City's overall budget is approximately \$90.3 million with a general fund budget of approximately \$15.1 million.

THE POSITION

The City Manager plans, organizes, coordinates, and directs department heads and support staff to accomplish the goals and work activities of the City; develops and directs the

implementation of goals, objectives, policies, procedures, and work standards for the City; works closely with the City Attorney, City Council, boards and commissions, and a variety of public and private organizations, and citizen groups in implementing programs and projects to resolve issues of concern and solve problems; advises the City Council on issues and programs; prepares and recommends long-range plans for City services and programs and develops specific proposals for action on current and future City needs; makes interpretations of City regulations and various ordinances, codes, and applicable laws to ensure compliance; has responsibility for the preparation and administration of the annual budget for the City; represents the City in contacts with governmental agencies, community groups, and various business, professional, and other organizations directly or through subordinate staff; coordinates the preparation of a wide variety of reports or presentations to the City Council or outside agencies; and receives other direction and assignments from the City Council.

THE IDEAL CANDIDATE

The City Council is looking for an experienced administrator, effective leader, and proven manager. The ideal candidate will be approachable, honest, trustworthy, and respectful. Exceptional interpersonal skills are



essential for a candidate's success in this search. An individual who communicates openly, values the experience and knowledge of the City's staff, and maintains accountability throughout the organization will be valued. The City Manager will be expected to lead by example with integrity and a holistic attitude while effectively organizing changes without being distracted by the minor details and short term issues.

The ideal candidate will be committed to keeping the City Council and staff well-informed. The selected individual will show strength of character and willingness to stand by recommendations to the Council, as well as the ability to work with the Council toward consensus on difficult or complex issues. The new City Manager should be a visionary and a forward thinker who is able to think analytically and act strategically. The selected candidate will be a problem-solver and not afraid to make tough decisions.

The new City Manager will take an active interest in the Banning community. Competitive candidates will be able to demonstrate a successful history and background in working with their respective communities. A candidate who is able to connect with community members and provide balanced information to the Council regarding key issues in the community will be valued.

A strong candidate will have prior experience as a City Manager, Assistant or Deputy City Manager, or a department head in a small to medium size organization. Experience in Public Utilities and Economic Development is a plus. Candidates must possess a Bachelor's Degree in Business Administration, Public Administration, or a closely related field; a Master's Degree in one of these fields is preferred.

THE COMPENSATION

The annual salary range for the City Manager is open and competitive, depending on qualifications. The City also offers an attractive benefits package, including:



The ideal candidate will be approachable, honest, trustworthy, and respectful.

CalPERS Retirement – New employees with recent service with CalPERS pay up to 8% of the employee rate with the 2% @ 60 Plan and 3 Year Average formula. New hires with no CalPERS services will pay 6.2% of the employee rate and will be subject to the 2% @ 62 Plan with 3 Year Average formula and a mandatory contribution of normal costs as established by the new Pension Reform Act Law. The City also participates in Social Security.

Cafeteria Allowance – Allotment of \$20,000 per year. The funds may be used towards the purchase of medical, dental, or other supplemental insurance coverage. Employee is entitled to receive 100% of the cafeteria benefit as taxable income or converted to a 457 Plan or

City sponsored Medical Savings Account if proof of acceptable outside insurance is provided.

Vision Expense – \$250 eyewear/eye-care reimbursement every 2 years.

Car Allowance – \$250 per month for car allowance.

Utility Allowance – \$150 per month against cost of Electric and Water if residing within Banning city limits.

Education Incentive – Pays up to \$275 per month.

Life/Disability Insurance – \$150,000 basic life insurance and

AD&D. Must participate in the City's STD/LTD insurance which provides 60% of pre-disability salary, tax free, up to \$6,000 per month.

Paid Leave – 160 hours vacation with right to cash in a maximum of 80 hours annually; 10 paid holidays and one (1) floating holiday; 96 hours sick leave with right to cash in a maximum of 96 hours annually with 40 hours minimum balance.

TO APPLY

If you are interested in this outstanding opportunity, please visit our website at www.bobmurrayassoc.com to apply online.

Filing Deadline: Open Until Filled

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray and Associates. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. Finalist interviews will be held with the City of Banning. Candidates will be advised of the status of the recruitment following selection of the City Manager.

If you have any questions, please do not hesitate to call Mr. Fred Freeman at:
(916) 784-9080



BOB MURRAY & ASSOCIATES
CLIENT LIST

CITY MANAGER

Airway Heights, WA	Goleta, CA
Albany, CA	Grover Beach, CA
Albany, OR	Half Moon Bay, CA
Antioch, CA	Hemet, CA
Apple Valley, CA (Town Manager)	Hesperia, CA
Arcadia, CA	Hollister, CA
Arcata, CA	Imperial, CA
Arvada, CO	Ione, CA
Arvin, CA	Irwindale, CA
Banning, CA	Kirkland, WA
Barstow, CA	La Mesa, CA
Bell, CA	La Palma, CA
Benicia, CA	Laguna Beach, CA
Campbell, CA	Lake Elsinore, CA
Capitola, CA	Lakeport, CA
Carmel, CA	Lancaster, CA
Castle Rock, CO (Town Manager)	Lathrop, CA
Cathedral City, CA	Lemon Grove, CA
Centennial, CO	Loomis, CA (Town Manager)
Chandler, AZ	Los Alamitos, CA
Chico, CA	Manteca, CA
Chino, CA	Marina, CA
Chino Hills, CA	Martinez, CA
Chowchilla, CA (City Administrator)	Menifee, CA
Chula Vista, CA	Menlo Park, CA
Claremont, CA	Merced, CA
Concord, CA	Miami Beach, FL
Coos Bay, OR	Millbrae, CA
Corcoran, CA	Mill Valley, CA
Corona, CA	Milwaukie, OR
Coronado, CA	Modesto, CA
Corte Madera, CA (Town Manager)	Monrovia, CA
Cotati, CA	Montebello, CA (City Administrator)
Dallas, TX	Monterey Park, CA
Dinuba, CA	Mountain View, CA
Dixon, CA	Needles, CA
Dublin, CA	Newberg, OR
El Monte, CA	Newcastle, WA
Elk Grove, CA	Novato, CA
Escalon, CA	Oak Creek, WI (City Administrator)
Eugene, OR	Oakdale, CA
Fairfield, CA	Oakley, CA
Fort Lauderdale, FL	Oceanside, CA
Fortuna, CA	Ojai, CA
Fremont, CA	Orinda, CA
Glendale, AZ	Oxnard, CA

Pacifica, CA
 Palo Alto, CA
 Pasadena, CA
 Patterson, CA
 Phoenix, AZ
 Pittsburg, CA
 Pico Rivera, CA
 Pismo Beach, CA
 Pittsburg, CA
 Poway, CA
 Rancho Cordova, CA
 Rancho Palos Verdes, CA
 Red Bluff, CA
 Redondo Beach, CA
 Rio Vista, CA
 Roseville, CA
 Salem, OR
 Salinas, CA
 San Antonio, TX
 San Carlos, CA
 San Clemente, CA
 San Fernando, CA
 San Jose, CA
 San Marcos, CA
 San Pablo, CA
 San Rafael, CA
 San Ramon, CA
 Santa Ana, CA
 Santa Paula, CA
 Santa Rosa, CA
 Santee, CA
 Seaside, CA
 Shoreline, WA
 Sonoma, CA
 South Lake Tahoe, CA
 South Pasadena, CA
 Springfield, OR
 St. Helena, CA
 Stanton, CA
 Sterling, CO
 Stockton, CA
 Temple City, CA
 Thousand Oaks, CA
 Topeka, KS
 Truckee, CA (Town Manager)
 Tualatin, OR
 Tucson, AZ
 Turlock, CA
 Vallejo, CA
 Ventura, CA

Vernon, CA (City Administrator)
 Walnut Creek, CA
 Westminster, CA
 Woodland, CA
 Yuba City, CA

ASSISTANT/DEPUTY CITY MANAGER

Alameda, CA
 Arlington, TX
 Arvada, CO
 Barstow, CA
 Beverly Hills, CA
 Brighton, CO
 Carlsbad, CA
 Dublin, CA
 Lancaster, CA
 Monterey, CA
 North Las Vegas, NV
 Orange, CA
 Pasadena, CA
 Peoria, AZ
 Petaluma, CA
 Pomona, CA
 Rancho Cordova, CA
 Reno, NV
 Rocklin, CA
 Sanger, CA
 Signal Hill, CA
 Stockton, CA
 Virginia Beach, VA
 Ventura, CA
 Woodland, CA
 Yuba City, CA

COUNTY ADMINISTRATOR

Alachua County, FL
 Butte County, CA
 Clackamas County, OR
 Clark County, NV
 Deschutes County, OR
 Lee County, FL
 Marion County, OR
 Pasco County, FL
 San Benito County, CA
 Tehama County, CA
 Wake County, NC
 Washington County, OR

ADMINISTRATIVE SERVICES**DIRECTOR**

Garden Grove, CA
 Lincoln, CA
 Los Alamitos, CA
 Ontario, CA
 Placer County Water Agency, CA
 Pleasanton, CA
 San Carlos, CA
 Stockton, CA
 Union City, CA
 Yucca Valley, CA

ANIMAL SERVICES DIRECTOR

Contra Costa County, CA
 Franklin County, Ohio
 Irvine, CA
 Oakland, CA
 Rancho Cucamonga, CA
 Sacramento County, CA

AVIATION/AIRPORT

Big Bear Airport, CA
 Bob Hope Airport, CA
 Clark County, NV-McCarran
 International Airport
 Dallas/Fort Worth, TX
 Fresno, CA
 Los Angeles World Airports, CA
 San Francisco International
 Airport, CA
 San Jose, CA

BUILDING**OFFICIALS/INSPECTION**

Arroyo Grande, CA
 Bakersfield, CA
 Centre City Development
 Corporation, CA
 El Segundo, CA
 Grants Pass, OR
 Marin County, CA
 Modesto, CA
 Palo Alto, CA
 Sacramento, CA
 San Francisco, CA
 San Luis Obispo County, CA
 Stockton, CA
 Tehama County, CA
 Yuba City, CA

CITY CLERK

Central Contra Costa Sanitation
 District, CA (Secretary to the
 District)
 Chino Hills, CA
 Commerce, CA
 Dublin, CA
 Fremont, CA
 Hollister, CA
 Menlo Park, CA
 Monterey County, CA (Clerk to the
 Board)
 Napa, CA
 Rio Vista, CA
 Santa Clara Valley Transportation
 Authority, CA (Board Secretary)
 Sunnyvale, CA

COMMUNITY DEVELOPMENT**DIRECTOR**

Benicia, CA
 Beverly Hills, CA
 Capitola, CA
 Chino Hills, CA
 Concord, CA
 Cotati, CA
 Daly City, CA
 Dublin, CA
 Fremont, CA
 Fullerton, CA
 Hollister, CA (Development
 Services Director)
 Inglewood, CA
 Irvine, CA
 Lincoln, CA
 Los Banos, CA
 Manteca, CA
 Maple Valley, WA
 Marin County, CA
 Modesto, CA
 Moreno Valley, CA
 Morgan Hill, CA
 Newark, CA
 Newcastle, WA
 Oakland, CA
 Oceanside, CA
 Palo Alto, CA
 Palm Springs, CA (Community
 Economic Development Director)
 Pleasanton, CA

Redlands, CA
 Salem, OR
 Salinas, CA
 San Antonio Housing Authority,
 TX
 San Carlos, CA
 Santa Cruz, CA
 Sausalito, CA
 Stockton, CA
 Sumter County, FL
 Vacaville, CA
 Vallejo, CA
 Walnut Creek, CA
 Yuba City, CA
 Yucca Valley, CA

**CONVENTION AND VISITOR'S
 BUREAU DIRECTOR**

Las Vegas Convention and
 Visitors' Authority, NV
 Los Angeles, CA
 North Lake Tahoe Visitors Bureau,
 CA
 Mammoth Lakes, CA
 San Antonio, TX
 Steamboat Springs, CO

ECONOMIC DEVELOPMENT

Broward County, FL
 Chula Vista, CA
 Concord, CA
 Corona, CA
 Daly City, CA
 Fullerton, CA
 Milpitas, CA
 Modesto, CA
 Morgan Hill, CA
 New Orleans Redevelopment
 Authority, OR
 Oakland, CA
 Peoria, AZ
 Phoenix, AZ
 Port of Los Angeles, CA
 Port of San Diego, CA
 Redlands, CA
 Sacramento, CA
 Salinas, CA
 San Antonio Housing Authority,
 TX
 Scottsdale, AZ

Stockton, CA
 Taft, CA
 Tracy, CA
 Upland, CA
 Vancouver, WA
 Visalia, CA

ENGINEERING

Bakersfield, CA
 Barstow, CA
 Bob Hope Airport, CA
 Central Contra Costa Sanitary
 District, CA
 Chino Hills, CA
 Clark County, NV – McCarran
 Airport
 Corona, CA
 Damascus, OR
 Dublin San Ramon Services
 District, CA
 Elk Grove, CA
 Imperial Irrigation District, CA
 Long Beach, CA
 Los Banos, CA
 Monterey County Water Resources
 Agency, CA
 Needles, CA
 Nevada County, NV
 Nye County, NV
 Oceanside, CA
 Omnitrans, CA
 Peoria, AZ
 Pico Rivera, CA
 Pismo Beach, CA
 Pomona, CA
 Redlands, CA
 Richmond, CA
 Reno, NV
 San Luis Obispo County,
 Nacimiento Project, CA
 School District of Hillsborough
 County, FL (General Manager of
 Transportation)
 Sewer Authority Mid-Coastside,
 CA
 South Pasadena, CA
 Stockton, CA
 Tiburon, CA
 Tracy, CA

United Water Conservation
District, CA
Vallejo, CA
Visalia, CA

EXECUTIVE DIRECTOR

Association of Monterey Bay Area
Governments, CA
Arizona Municipal Water Users
Association, AZ
Bay Area Air Quality Management
District, CA
Broward County, FL (Port
Everglades Chief Executive/Port
Director)
California Fire and Rescue Training
Authority, CA
California Peace Officers
Association, CA
California State Association of
Counties, CA
California School Boards
Association, CA
Central Contra Costa Solid Waste
Authority, CA
Chula Vista Redevelopment
Agency, CA
Cooperative Agricultural Support
Services Authority (CASS), CA
Early Learning Coalition of
Broward County, Inc (CEO)
Elk Grove-Rancho Cordova-El
Dorado Connector JPA, CA
El Paso Water Utilities-Public
Service Board, TX
(President/CEO)
Florida Public Transportation
Association (FPTA), FL
Hillsborough County, FL-Head
Start Division (Division Director)
Home Forward, OR
Housing Authority of the City of
Austin, TX (President/CEO)
Housing Authority of the City of
Los Angeles, CA
Housing Authority of the City of
Madera, CA
Housing Authority of the County
of Butte, CA

Housing Authority of the County
of Santa Cruz, CA
Hub Cities Consortium, CA
Kings Community Action
Organization, CA
Mammoth Lakes Visitors Bureau,
CA
March Joint Powers Authority, CA
Metro, Portland, OR
Oakland Housing Authority, CA
(CEO)
Oregon Cascades West Council of
Governments, OR
Palos Verdes Library District, CA
PATH Ventures, CA
Pima Association of Governments
and Regional Transit Association,
AZ
Recreation Centers of Sun City
West, AZ
Sacramento Area Flood Control
Agency, CA (Executive & Deputy)
San Bernardino Associated
Governments, CA
San Diego Association of
Governments, CA
Children's Board of Hillsborough
County (Executive Director)
Louisiana Housing Corporation
(Executive Director)
San Francisco Estuary Institute, CA
San Joaquin Council of
Governments, CA
Santa Clara Valley Water District,
CA (CEO)
SOS Children's Villages – Florida
(CEO)
South Bayside Waste Management
Authority, CA
Southern California Association of
Governments (Deputy)
Vancouver Housing Authority, WA
(Executive & Deputy)
West Contra Costa Integrated
Waste Management District, CA
West Contra Costa Transportation
Advisory Committee, CA
Yolo Emergency Communications
Agency, CA

FINANCIAL

Alameda, CA
 Alameda County Congestion
 Management Agency, CA
 Aurora, CO
 Baldwin Park, CA
 Barstow, CA
 Boulder, CO
 Boulder City, NV
 Calaveras County Water District,
 CA
 Campbell, CA
 Chino Hills, CA
 Clark County, NV
 Corona, CA
 Cotati, CA
 Damascus, OR
 D.C. Government, DC
 East Bay Municipal Utility District,
 CA
 El Dorado Hills Community
 Services District, CA
 Elk Grove, CA
 Fairfield, CA
 Grants Pass, OR
 Half Moon Bay, CA
 Hallandale Beach, FL
 Healdsburg, CA
 Hercules, CA
 Housing Authority of the City of
 Los Angeles, CA
 Imperial Beach, CA
 Imperial Irrigation District, CA
 Inglewood, CA
 Ione, CA
 Lancaster, CA
 Las Vegas Valley Water District,
 NV
 Lincoln, CA
 Los Altos, CA
 McCarran International Airport-
 Clark County, NV
 Menlo Park Fire Protection
 District, CA
 Modesto, CA
 Monterey Park, CA
 Norfolk, VA (Assistant Director)
 Oakland, CA
 Oceanside, CA
 Palmdale Water District, CA

People Assisting the Homeless, CA
 Pinellas Suncoast Transit
 Authority, FL
 Pleasanton, CA
 Quincy, FL
 Recreation Centers of Sun City
 West, AZ
 Roseville, CA
 Sacramento County, CA
 San Bernardino International
 Airport, CA
 San Carlos, CA
 San Diego, CA
 San Francisco, CA
 San Leandro, CA
 San Jose, CA
 San Mateo, CA
 Santa Monica, CA
 Sparks, NV
 Stockton, CA
 Thornton, CO
 Topeka, KS
 Union City, CA
 Washoe County, NV
 Wayne County, MI
 West Covina, CA
 West Hollywood, CA
 West Wendover, NV
 White Pine County, NV
 Yolo County, CA

FIRE CHIEF

Alameda, CA
 Arroyo Grande (Director of
 Building & Fire)
 Aurora, CO
 Cathedral City, CA
 Chino Valley Independent Fire
 District, CA
 Chula Vista, CA
 Contra Costa County Fire
 Protection District, CA
 Encinitas, Del Mar, and Solana
 Beach, CA
 Eugene, OR
 Fremont, CA
 Folsom, CA
 Fullerton, CA
 Garden Grove, CA
 Glendale, CO

Hillsboro, OR
 Hollister, CA
 Lodi, CA
 Livermore – Pleasanton Fire District, CA
 Marina, CA
 Milpitas, CA
 Monrovia, CA
 Montebello, CA
 Mountain View, CA
 Newark, CA (Assistant & Chief)
 Oceanside, CA
 Palm Springs, CA
 Peoria, AZ
 Petaluma, CA
 Piedmont, CA
 Poudre Fire Authority, CO
 Rancho Cucamonga, CA (Deputy & Chief)
 Rancho Santa Fe Fire Protection District, CA
 Roseville, CA
 Sacramento County, CA
 Salinas, CA
 San Mateo, CA
 San Miguel Fire Protection District, CA
 Santa Cruz, CA
 Sonoma Valley Fire & Rescue Authority, CA
 Spokane Valley Fire Department, WA (Deputy)
 Sumter County, FL
 Sunnyvale, CA (Public Safety Director)
 Tracy, CA
 University of California, Davis
 Union City, CA (Assistant & Chief)
 Upland, CA
 Vacaville, CA
 Walla Walla, WA

GENERAL MANAGER

Big Bear City Community Services District, CA
 Calaveras County Water District, CA
 Central Arizona Project, AZ
 Central Contra Costa Sanitation District, CA

Central Marin Sanitation Agency, CA
 Coachella Valley Mosquito Vector Control District, CA
 Cordova Recreation and Park District, CA (District Administrator)
 East Bay Dischargers Authority, CA
 Fallbrook Public Utilities District, CA
 Hilton, Famkopf, and Hobson LLC, CA
 Joshua Basin Water District, CA
 Jurupa Community Services District, CA
 Kennewick Irrigation District, WA (District Manager)
 Los Angeles Convention Center, CA
 Montecito Water District, CA
 Monterey Peninsula Regional Park District, CA
 Monterey Regional Waste Management District, CA
 Monterey Regional Water Pollution Control Agency, CA (Assistant)
 Oro Loma Sanitary District, CA
 Public Agency Risk Sharing Authority of California, CA
 Pleasant Valley Recreation & Park District, CA
 Reclamation District 1000, CA (District Engineer)
 Ross Valley Sanitary District, CA
 Salinas Valley Solid Waste Authority, CA
 Sanitary District No. 5 of Marin County, CA
 San Lorenzo Valley Water District, CA
 Santa Cruz Consolidated Emergency Communications Center, CA
 Sewer Authority Mid-Coastside, CA
 South Placer Municipal Utility District, CA
 Sweetwater Springs Water District, CA

Union Sanitary District, CA
 United Water Conservation
 District, CA
 Valley of the Moon Water District,
 CA
 Walnut Valley Water District, CA

HOUSING

City of West Hollywood, CA
 Fort Worth, TX Housing Authority
 Home Forward, OR
 Housing Authority of the City of
 Austin, TX
 Housing Authority for the City of
 Brownsville, TX
 Housing Authority for the County
 of Butte, CA
 Housing Authority for the City of
 Los Angeles, CA
 Housing Authority for the City of
 Milpitas, CA
 Housing Authority of the County
 of San Joaquin, CA
 Housing Authority for the County
 of Santa Cruz, CA
 Louisiana Housing Corporation,
 LA
 Oakland Housing Authority, CA
 PATH, CA
 PATH Ventures, CA
 San Antonio Housing Authority,
 TX
 Vancouver Housing Authority, WA

LEGAL COUNSEL

Aurora, CO
 Broward County, FL
 Coconut Creek, FL
 Cupertino, CA
 Fremont, CA
 Gainesville, FL
 Hayward, CA
 Inglewood, CA
 Lathrop, CA
 Lee County, FL
 Merced, CA
 Monterey, CA
 Morgan Hill, CA
 Newport Beach, CA
 North Las Vegas, NV

North Port, FL
 Oceanside, CA
 Orange, CA
 Palo Alto, CA
 Port of San Diego, CA
 Sacramento Area Flood Control
 Agency, CA
 Sacramento County, CA
 Salinas, CA
 San Benito County, CA
 San Bernardino Associated
 Governments, CA
 San Mateo, CA
 Santa Ana, CA
 Stockton, CA
 Sunnyvale, CA
 Thousand Oaks, CA
 Ventura, CA
 Walnut Creek, CA
 Yolo County, CA

LIBRARY

Corona, CA
 Folsom, CA
 Monterey Park, CA
 Palos Verdes Library District, CA
 Salinas, CA
 Stockton-San Joaquin County
 Public Library, CA

PARKS/RECREATION/ COMMUNITY SERVICES

Anaheim, CA
 Arlington, TX
 Bakersfield, CA
 Commerce, CA
 El Segundo, CA
 Emeryville, CA
 Half Moon Bay, CA
 Lemoore, CA
 Long Beach, CA
 Lynwood, CA
 Maple Valley, WA
 Midpeninsula Regional Open Space
 District, CA
 Milpitas, CA
 Monterey County, CA
 Palo Alto, CA
 Peoria, AZ
 Pleasanton, CA

Pleasant Valley Recreation and
Park District, CA
Pomona, CA
Sacramento County, CA
Sacramento, CA
San Carlos, CA
San Jose, CA
Santa Barbara County, CA
Santa Clarita, CA
Spokane, WA
Stockton, CA
Ventura, CA
Whittier, CA

PERSONNEL/HUMAN RESOURCES

Alameda County, CA
Anaheim, CA
Apple Valley, CA
Arcadia, CA
Azusa, CA
Barstow, CA
Bellevue, WA
Benicia, CA
Colusa County, CA
Commerce, CA
Corona, CA
Desert Water Agency, CA
Fallbrook Public Utility District
Fremont, CA
Inglewood, CA
Inland Empire Utilities Agency, CA
Glendale, AZ
Grants Pass, OR
Hollister, CA
Judicial Council of California –
Administrative Office of the
Courts, CA
Las Virgenes Municipal Water
District, CA
Moreno Valley, CA
Monterey Park, CA
Napa, CA
Newark, CA
Norfolk, VA
North Las Vegas, NV
Oceanside, CA
Ontario, CA
Patterson, CA
Palmdale Water District, CA

Petaluma, CA
Pico Rivera, CA
Pomona, CA
Rancho Cordova, CA
Redlands, CA
Rocklin, CA
Roseville, CA
San Antonio Housing Authority,
TX
San Bernardino County, CA
San Carlos, CA
San Francisco International Airport
(SFO), CA
Scottsdale, AZ
Sedgwick County, KS
Stockton, CA
Tehama County, CA
Wayne County, MI
White Pine County, NV
Yucca Valley, CA

PLANNING

Alameda, CA
Beverly Hills, CA
Centre City Development
Corporation, CA
Corona, CA
Chula Vista, CA
Damascus, OR
El Segundo, CA
Elk Grove, CA
Healdsburg, CA
Los Angeles, CA
Los Banos, CA
Madera, CA
Milpitas, CA
Modesto, CA
Needles, CA
Oceanside, CA
Pacifica, CA
Palo Alto, CA
Palm Springs, CA
Pleasanton, CA
Reno, NV
Riverside, CA
Robson Homes, CA
Roseville, CA
Sacramento, CA
Santa Ana, CA
Santa Clara County, CA

San Benito County, CA
 San Luis Obispo County, CA
 Santa Cruz, CA
 Santa Monica, CA
 Spokane, WA
 Stockton, CA
 Sumter County, FL
 Tracy Unified School District, CA
 Washington County, OR

POLICE CHIEF/SAFETY

Arroyo Grande, CA
 Arvin, CA
 Ashland, OR
 Aurora, CO
 Bay Area Rapid Transit, CA
 Bellevue, WA
 Benicia, CA
 Berkeley, CA
 California State Polytechnic
 University, Pomona, CA
 California State University, East
 Bay, CA
 California State University,
 Sacramento, CA
 California State University, San
 Bernardino, CA
 California State University, San
 Francisco, CA
 California State University, San
 Marcos, CA
 Capitola, CA
 Carlsbad, CA
 Cathedral City, CA
 Chandler, AZ
 Chico, CA
 Concord, CA
 Corona, CA
 Coronado, CA
 Culver City, CA
 East Bay Regional Park District,
 CA
 East Palo Alto, CA
 El Cerrito, CA
 Eugene, OR
 Fairfield, CA
 Folsom, CA
 Fort Bragg, CA
 Fullerton, CA
 Glendale, AZ

Glendora, CA
 Half Moon Bay, CA
 Hayward, CA
 Humboldt State University, CA
 Huntington Beach, CA
 Irvine, CA
 Irwindale, CA
 Klamath Falls, OR
 La Mesa, CA
 Lake Oswego, OR
 Littleton, CO
 Livingston, CA
 Lodi, CA
 Los Angeles, CA
 Los Angeles World Airports, CA
 Los Banos, CA
 Mammoth Lakes, CA (Interim)
 Manhattan Beach, CA
 Maywood, CA
 Menlo Park, CA
 Merced, CA
 Mesa, AZ
 Modesto, CA
 Monrovia, CA
 Montebello, CA
 Monterey, CA
 Monterey County Sheriff's
 Department, CA
 Morgan Hill, CA
 North Las Vegas, NV
 Novato, CA
 Oakdale, CA
 Oakland Unified School District,
 CA
 Orange County, CA
 Orange County, FL (Chief of
 Corrections)
 Pacifica, CA
 Palm Springs, CA
 Palo Alto, CA
 Pasadena, CA
 Pasadena City College, CA
 Peoria, AZ
 Petaluma, CA
 Piedmont, CA
 Pismo Beach, CA
 Pittsburg, CA
 Placentia, CA
 Pleasanton, CA
 Port of Long Beach, CA

Port of San Diego, CA
 Port of Seattle, WA
 Redlands, CA
 Redondo Beach, CA
 Reno, NV
 Rio Vista, CA
 Rocklin, CA
 Roseville, CA
 Sacramento, CA
 Salinas, CA
 San Bernardino, CA
 San Diego State University, CA
 San Fernando, CA
 San Francisco, CA
 San Diego State University, CA
 San Jose State University, CA
 San Rafael, CA
 Santa Rosa Junior College, CA
 Sausalito, CA
 Seattle, WA
 Seaside, CA
 Signal Hill, CA
 South Gate, CA
 Stockton Unified School District,
 CA
 Sunnyvale, CA
 Tehachapi, CA
 Tracy, CA
 Tulsa, OK
 Turlock, CA
 University of California at Davis,
 CA
 University of California at Santa
 Barbara, CA
 University of Merced, CA (Officer)
 University of Oregon, OR
 Vacaville, CA
 Vallejo, CA
 Vancouver, WA
 Virginia Commonwealth University
 Walla Walla, WA
 Walnut Creek, CA
 West Sacramento, CA
 Whittier, CA

POLICE COMMAND STAFF

Atascadero, CA
 Bay Area Rapid Transit, CA
 California State University, East
 Bay, CA

California State University,
 Sacramento, CA
 California State University, San
 Bernardino, CA
 California State University, San
 Francisco, CA
 Commerce, CA
 East Bay Regional Park District,
 CA
 East Palo Alto, CA
 Menlo Park, CA
 Monterey County, CA
 Pleasanton, CA
 Santa Rosa, CA
 Port of San Diego, CA
 University of California at Merced,
 CA
 University of Oregon, OR

POLICE OVERSIGHT

Bay Area Rapid Transit, CA
 San Francisco, CA
 San Jose, CA
 Sonoma County, CA

PUBLIC AFFAIRS/ INTERGOVERNMENTAL RELATIONS DIRECTOR

Beverly Hills, CA
 Rancho Cordova, CA
 Thornton, CO
 San Diego Regional Airport
 Authority, CA
 West Basin Municipal Water
 District, CA

PUBLIC SAFETY COMMUNICATIONS

Aurora, CO
 Clackamas County, OR
 Heartland Communications Facility
 Authority, CA
 San Francisco, CA
 San Jose, CA
 Santa Cruz Consolidated
 Emergency Communications
 Center, CA
 Scott Emergency Communications
 Center

Consolidated Intergovernmental
Dispatch Agency-Tallahassee, FL
Washington County Consolidated
Communications Agency, OR
Yolo Emergency Communications
Agency, CA

PUBLIC WORKS

Belmont, CA
Chandler, AZ
Clark County, NV
Commerce, CA
Dallas, TX
Elk Grove, CA
Fresno, CA
Galt, CA
Grants Pass, OR
Half Moon Bay, CA
Healdsburg, CA
Huntington Beach, CA
Inglewood, CA
Lathrop, CA
Los Banos, CA
Mammoth Lakes, CA
Maple Valley, WA
Monrovia, CA
Morro Bay, CA
Needles, CA
Pico Rivera, CA
Pismo Beach, CA
Pomona, CA
Poway, CA
Provo, UT
Redlands, CA
Roseburg, OR
Roseville, CA
San Benito County, CA
San Carlos, CA
San Diego, CA
San Jose, CA
Santa Cruz, CA
South Pasadena, CA
Stockton, CA
Sumter County, FL
Tehama County, CA
Tiburon, CA
Upland, CA
Vallejo, CA
Woodland, CA
Yuba City, CA

PURCHASING

Central Contra Costa Sanitary
District, CA
Corona, CA
Housing Authority of the City of
Los Angeles
Tacoma, WA

RISK MANAGEMENT

Azusa, CA
California State University, San
Marcos, CA
Central Contra Costa Sanitary
District, CA
Central Marin Sanitation Agency,
CA
Long Beach, CA
Las Vegas Valley Water District,
NV
Riverside Transit Agency, CA

TECHNOLOGY

Clark County, NV
Durham, NC
Fresno, CA
Hayward, CA
Hillsboro, OR
Inland Empire Utilities Agency, CA
Modesto, CA
Peoria, AZ
Port of Los Angeles, CA
San Antonio Housing Authority,
TX
San Francisco, CA
State Bar of California
Tucson, AZ
West Hollywood, CA

TRANSPORTATION

Association of Monterey Bay Area
Governments, CA
Dallas, TX
Elk Grove-Rancho Cordova-El
Dorado County Connector Joint
Powers Authority, CA
Omnitrans, CA
San Diego Association of
Governments, CA
San Joaquin Council of
Governments, CA

Santa Clarita, CA
 Washington County, OR
 West Contra Costa Transportation
 Advisory Committee, CA

WASTE WATER/SANITATION/ SOLID WASTE

Berkeley, CA
 Central Contra Costa Sanitation
 District, CA
 Central Contra Costa Solid Waste
 Authority, CA
 Central Marin Sanitation Agency,
 CA
 Dublin San Ramon Services
 District, CA
 East Bay Dischargers Authority,
 CA
 Monterey Regional Waste
 Management District, CA
 Monterey Regional Water Pollution
 Control Agency, CA
 Oro Loma Sanitary District, CA
 Redlands, CA
 Richmond, CA
 Ross Valley Sanitary District, CA
 Salinas Valley Solid Waste
 Authority, CA
 Sanitary District No. 5 of Marin
 County, CA
 San Jose, CA
 Sewer Authority Mid-Coastside,
 CA
 South Bayside Waste Management
 Authority, CA
 South Placer Municipal Utility
 District, CA
 Stockton, CA
 Union Sanitary District, CA
 Vallejo, CA
 West Contra Costa Integrated
 Waste Management Authority, CA

WATER

Arizona Municipal Water Users
 Association, AZ
 Aurora, CO
 Bakersfield, CA
 Calaveras County Water District,
 CA

Joshua Basin Water District, CA
 Kennewick Irrigation District, CA
 Phoenix, AZ
 Reclamation District 1000, CA
 Redlands, CA
 Sacramento Area Flood Control
 Agency, CA
 San Diego, CA
 San Jose, CA
 San Lorenzo Valley Water District,
 CA (District Manager)
 San Luis Obispo County, CA
 Santa Clara Valley Water District,
 CA
 South Placer Municipal Utility
 District, CA
 Stockton, CA
 Sweetwater Springs Water District,
 CA
 Vallejo, CA
 Valley of the Moon Water District,
 CA
 United Water Conservation
 District, CA
 Walnut Valley Water District, CA
 Yuba City, CA

OTHER

Bay Area Air Quality Management
 District, CA (Deputy Air Pollution
 Control Officer)
 Benton County, OR (Health
 Director)
 Boise, ID (Community
 Ombudsman)
 Broward County, FL (Port
 Everglades Director of Business
 Development)
 Bureau Veritas, CA (Vice President
 – Operations)
 Central Contra Costa Sanitary
 District (Director of Collection
 System Operations and Director of
 Plant Operations)
 Cooperative Agricultural Support
 Services Authority, CA (Executive
 Officer)
 Cordova Recreation & Park
 District (District Administrator and
 Maintenance Superintendent)

Government Services Group, Inc.
 (Municipal Services Manager)
 Houston Housing Authority
 (Director Real Estate Investments
 & Development)
 Housing Authority of the City of
 Los Angeles (Director of General
 Services)
 Imperial Irrigation District
 (Assistant Manager of Construction
 Operations and Maintenance)
 Hilton, Farnkopf, and Hobson
 LLC (Manager/Vice President)
 Las Vegas Convention and Visitors
 Authority, NV (Director of Facility
 Projects)
 Metropolitan Washington Airports
 Authority (Vice President for
 Public Safety)
 Monterey Bay Unified Air
 Pollution Control District, CA (Air
 Pollution Control Officer)
 Monterey Park, CA (Director of
 Management Services)
 Peoria, AZ (Chief Business
 Attraction Officer)
 Port of Long Beach, CA (Managing
 Director)
 Port of San Diego, CA (Senior
 Director of Real Estate)
 Redlands, CA (8 Mid-Level
 Managers and Natural Resources
 Manager)
 Robson Homes (Forward Planner
 and Land Acquisition Manager)
 Sacramento, CA (Preservation
 Director)
 Sacramento, CA (Urban Design
 Manager)
 San Jose, CA (Assistant Director of
 Environmental Services and
 Environmental Services Director)
 San Manuel Band of Tribal Indians,
 CA (Tribal Manager)
 Santa Barbara County Air Pollution
 Control (Air Pollution Control
 Officer)
 Sedgwick County, Kansas (Health
 Department Director)

Superior Court of California,
 County of San Luis Obispo, CA
 (Assistant Court Executive Officer)
 Vallejo, CA (Water Engineering
 Manager, Water Treatment
 Superintendent, Water Distribution
 Superintendent)
 Washoe County, NV (Senior
 Services Director)
 Washoe County, NV (Social
 Services Director)

THIS PAGE LEFT INTENTIONALLY BLANK



**EXECUTIVE SEARCH FIRM SERVICES
FOR CITY MANAGER FOR THE
CITY OF DES MOINES, WA**

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

COLIN BAENZIGER ASSOCIATES
EXECUTIVE RECRUITING

January 9, 2016

The Honorable Mayor Matt Pina, Mayor Pro Tem Vic Pennington, and Council Members
Rob Back, Luisa Bangs, David Kaplan, Melissa Musser and Jeremy Nutting
ATTN: Ms. Maureen Murphy, Human Resources Manager
City of Des Moines
21630 11th Avenue South • Suite A
Des Moines, WA 98198

Dear Mayor Pina, Mayor Pro Tem Pennington, and Council Members Back, Bangs, Kaplan,
Musser and Nutting:

Colin Baenziger & Associates (CB&A) would like to take this opportunity to submit a proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested nationwide and found to be extremely effective.

While CB&A is a municipal recruiting firm which has conducted assignments across the country, historically our work has been concentrated in Florida, Virginia and Washington. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the appropriate government officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and a good fit for your community. As a result, we only take a few clients at a time and focus on getting the job done properly. Further, we routinely complete our work in sixty to ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and manager selection. We also offer the best warranty in the industry.

Not only do we offer unparalleled service at a reasonable price, we focus on finding just the right people for your organization. We say people, and not person, because our goal is to bring you five finalists who are so good that you will have a difficult time choosing among them. The proof is in the fact that six of our local government clients have passed resolutions thanking us for our outstanding efforts in finding their key staff. We do not know how often you have passed a resolution thanking a consulting firm for its efforts, but we have rarely seen it happen. Our goal, in fact, would be for you to be our next client to pass such a resolution.

COLIN BAENZIGER & ASSOCIATES
EXECUTIVE RECRUITING

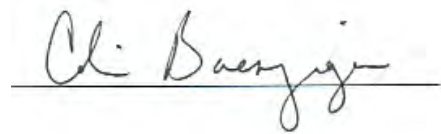
Some of our Washington searches include City Managers / Administrators for Bellevue, Connell, Ellensburg, Fife, Medina, Mill Creek, Mountlake Terrace, Normandy Park, Prosser, Sequim, Sunnyside, Tacoma and Yakima. Nationally we have found City Managers for Ankeny, IA; Cape Canaveral, FL; Fayetteville, NC; Indianola, IA; Key Biscayne, FL; Norwich, CT; Portland, ME; Roanoke, VA; Scottsdale, AZ; and Winchester, VA. We sought the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia), County Managers/Administrators for Brevard County, FL; Clackamas County, OR; Clay County, FL; James City County, VA; Polk County, IA; St. Johns County, FL; Union County, NC; and York County, VA.

Our current searches include, among others, the City Attorney for Fort Pierce, AR, well as City Managers for Fort Myers and Orange City in Florida, Covington, and Danville, VA, and the City Administrator for Fort Smith, AR. We are also seeking the Deputy City Manager and Public Works Director for Sammamish, WA; the Finance Director for DeLand, FL; the Chief of Police for Mooresville, NC, and the General Manager for the Chittenden Solid Water District in Vermont.

One final note is that we are recommending a slight modification to the process set forth in the Request for Proposals. We believe the City's interests will be better served if the background checks are conducted much earlier in the process than the RFP suggests. We have provided our rationale and outlined a process that will accomplish that in the following document.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

...Serving Our Clients with a Personal Touch...

PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

TABLE OF CONTENTS

SECTION		<u>PAGE</u>
VOLUME I	LETTER OF TRANSMITTAL	
I.	QUALIFICATIONS AND EXPERIENCE OF THE FIRM	1
	The Firm	
	Technical Capabilities and Organizational Structure	
	Completion of Projects within Budget	
	Completion of Projects on Schedule	
	Diversity	
	Prior Names and Litigation	
	Insurance	
	Overall Executive Search Experience	
II.	SEARCH METHODOLOGY	14
	Search Methodology	
	The City's Obligations	
	Proposed Schedule	
III.	PROPOSED PROJECT STAFF	22
	Project Team and Involvement	
	Resumes of Key Staff	
IV.	REFERENCES	28
V.	FEE AND WARRANTY	34
VOLUME II		
	APPENDIX A: ALL GOVERNMENTAL SEARCH ASSIGNMENTS	A-1
	APPENDIX B: SAMPLE RECRUITMENT BROCHURE	B-1
	APPENDIX C: SAMPLE CANDIDATE REPORT	C-1
	APPENDIX D: RESOLUTION OF SUNNYSIDE, WA	D-1

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with offices in Centerville, MD; Rhineland, WI; Richland, WA and Salt Lake City, UT. As a sole proprietorship, we are not registered with any states as a corporation, foreign or otherwise. Although our primary focus is executive search, we are often involved in operational reviews of governmental operations. Our consultants live in other areas of the country and converge wherever the client's needs exist. We develop an operational plan prior to arrival and our team of experts quickly studies the issues, identifies problems and opportunities, performs the necessary analysis, develops solutions, prepares reports and action plans, and completes the assignment. The client receives prompt, professional service, and its needs are effectively addressed. We are available for follow-up work, however, our goal is to provide the client with solutions that its existing staff can implement without additional outside assistance.

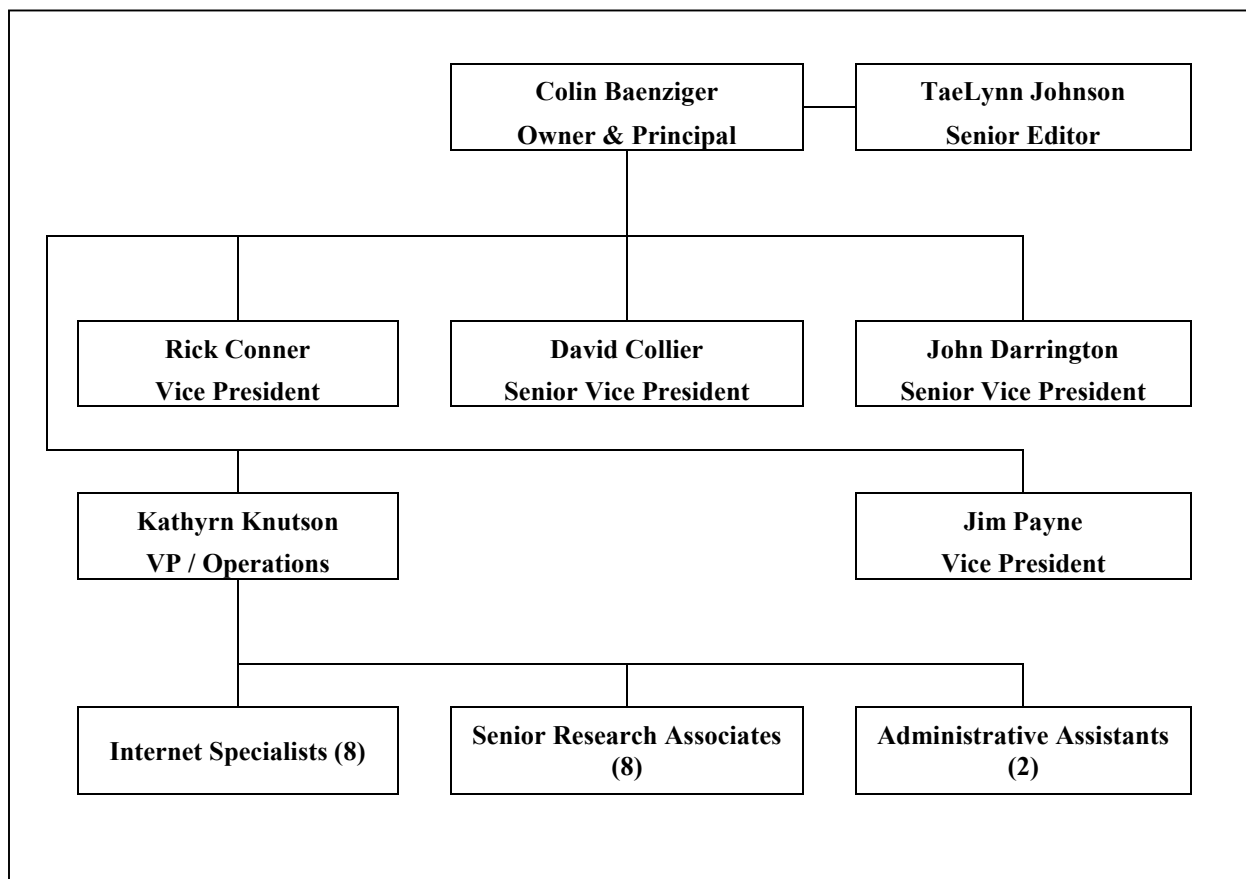
Colin Baenziger & Associates' outstanding reputation is derived from our commitment to timeliness and quality. Our work is not done until you are satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our fee or in our action plan. We do not ask the client for additional fees. Rather, we accept these situations as part of our cost of doing business. We believe that once a contract is signed we have an obligation to fulfill its requirements excellently and within the budgeted amount.

Since beginning our search practice in 1998, we have conducted searches and other related work for clients in nineteen states. Overall our staff has performed over 150 City, County, and Special District Manager searches and approximately 200 local government searches. The basic approach we have presented herein is the approach we have used in each of our searches. It has been refined over the years to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 15 years. The model has proven to be extremely effective in every state where we have applied it and for every type of position for which we have searched. In fact, we are often called when a government has a particularly difficult position to fill or where one of our competitors has failed. Overall, we utilize approximately eighteen people. Most staff members are independent contractors and are given assignments on a task order basis. Consequently we can pay well while having a great deal of flexibility without the overhead of many firms. In addition to Mr. Baenziger, other senior staff members are former City and/or County Managers or elected officials. As a result, we understand multiple perspectives and have been very successful in identifying the right candidates for our clients. CB&A's other staff are all competent researchers and writers and most have been with us for a long time.

I. Qualifications and Experience of the Firm (continued)



Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. When we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what unforeseen circumstances may develop. ***We have never asked a search client for additional fees, even when we were entitled to do so.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments in sixty to ninety days. Further, since CB&A began performing recruitments, ***it has never missed a project milestone.***

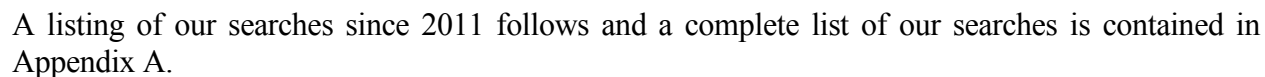
Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that from the beginning of 2009 through the end of 2011, forty-three percent of the individuals whom we placed as City and County Managers were minorities and/or women. Our placement percentage of women and minorities in 2014 was also 43%.

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence. As a small firm, predominantly utilizing independent contractors, we are not typically subject to the requirements for workers compensation and employer liability insurance. If required by the client, and if it is available to us, we will obtain these two coverages prior to contract execution.

CB&A started its executive search business in 1998 from scratch. As a single father, he needed to stay nearby and so his goal was to become Florida's preeminent recruiter. In 2007 with his children mature, he branched out into other states. His firm has now worked in 23 states, from Maine to California and Florida to Alaska. See the map below.



I. Qualifications and Experience of the Firm (continued)

2015 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Cocoa Beach, FL	11,200	Ron McLemore	249
2	Village Manager	Estero, FL	23,100	Steve Sarkozy	6
3	City Manager	Fernandina Beach, FL	12,000	Dale Martin	268
4	County Manager ⁽¹⁾	Fulton County, GA	984,300	Richard Anderson	6,500
5	City Manager	Indianola, IA	14,800	Ryan Waller	92
6	City Manager	Mill Creek, WA	18,800	Rebecca Polizotto	62
7	City Manager	Normandy Park, WA	6,600	Mark Hoppen	27
8	City Manager	Ocala, FL	56,600	John Zobler	940
9	City Manager	Palm Bay, FL	105,000	Greg Lynk	748
10	City Manager	Seminole, FL	17,800	Ann Deal	159
11	City Manager	Sequim, WA	6,670	Charlie Bush	73
12	County Administrator	York County, VA	66,300	Neil Morgan	721
(1) Partial Search. We performed background checks for two candidates, coordinated the interviews and negotiated the employment contract. We did not search for candidates.					

I. Qualifications and Experience of the Firm (continued)

2015 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Cocoa Beach, FL	Laurie Kalaghchy	City Clerk	(321) 868-3235	lkalaghchy@cityofcocoabeach.com
2	Estero, FL	Nick Batos	Mayor	(239) 292-2909	batos@estero-fl.gov
3	Fernandina Beach, FL	Ed Boner	Mayor	(904) 556-7554	eboner@fbfl.org
4	Fulton County, GA	Mark Massey	Clerk to the Commission	(404) 219-0451	Mark.Massey@fultoncountyga.gov
5	Indianola, IA	Kelly Shaw	Mayor	(515) 962-5300	lkshaw@cityofindianola.com
6	Mill Creek, WA	Pam Pruitt	Mayor	(425) 338-7158	ppruitt@cityofmillcreek.com
7	Normandy Park, WA	Susan West	Mayor	(206) 248-7603	Susan.West@ci.normandy-park.wa.us
8	Ocala, FL	Kent Guinn	Mayor	(352) 572-0312	kguinn@ocalafl.org
9	Palm Bay, FL	William Capote	Mayor	(321) 292-0382	Mayor@PalmBayFlorida.org
10	Seminole, FL	Leslie Waters	Mayor	(727) 430-7553	lwaters2@myseminole.com
11	Sequim, WA	Candace Pratt	Mayor	(360) 582-0114	cpratt@sequimwa.gov
12	York County, VA	Thomas Shepperd, Jr.	Chairman	(757) 868-8591	shepperd@yorkcounty.gov

I. Qualifications and Experience of the Firm (continued)

2014 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	County Manager	Alachua County, FL	251,400	Lee Niblock	855 under the Manager
2	City Manager	Bellevue, WA	132,000	Brad Miyake	1,229
3	City Manager	Connell, WA	4,200	Jed Crowther	19 + temp & seasonal
4	City Manager	Delray Beach, FL	64,100	Donald Cooper	800
5	Chief Administrator	El Paso County, TX	827,700	Stephen Norwood	480 under the Administrator
6	City Manager	Ellensburg, WA	18,300	Jack Akers	128
7	County Administrator ^[1]	Emmet County, MI	32,900	Marty Krupa	163
8	County Administrator	James City County, VA	67,000	Bryan Hill	750
9	City Manager	Marco Island, FL	13,300	Roger Hernstadt	210
10	City Manager	Mount Pleasant, MI	26,200	Nancy Ridley	119
11	City Manager	Mountlake Terrace, WA	20,200	Arlene Fisher	153
12	City Manager	North Miami, FL	60,600	Aleem Ghany	364
13	City Manager	Oakland Park, FL	42,800	David Hebert	240
14	Township Manager	Springettsbury Township, PA	26,700	Kristin Denne	100
15	County Administrator	St. Lucie County, FL	277,800	Howard Tipton	583 under the Administrator
16	City Manager	St. Pete Beach, FL	9,400	Wayne Saunders	88
17	Town Manager	Surfside, FL	6,000	Guillermo Omedillo	121
18	City Manager	Titusville, FL	43,900	Steve Larese	478
19	City Manager	Winchester, VA	26,900	Eden Freeman	560 under the Manager

[1] The actual title is County Controller but under Michigan Law, the duties are the same as those of a County Administrator.

I. Qualifications and Experience of the Firm (continued)

2014 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Alachua County, FL	Lee Pinkson	Commissioner	(352) 264-6900	lpinkoson@alachuacounty.us
2	Bellevue, WA	Kevin Wallace	Deputy Mayor	(425) 452-7810	KWallace@bellevuewa.gov
3	Connell, WA	Bruce Blackwell	Mayor	(509) 234-2701	bblackwell@connellwa.org
4	Delray Beach, FL	Cary Glickstein	Mayor	(561) 441-0222	glickstein@mydelraybeach.com
5	El Paso County, TX	Sergio Lewis	Former Commissioner	(915) 204-0191	Not available
6	Ellensburg, WA	Rich Elliott	Mayor	(509) 962-7221	elliotttr@ci.ellensburg.wa.us
7	Emmet County, MI	Jim Tamlyn	Board Chair	(231) 622-2433	jtamlyn@emmetcounty.org
8	James City County, VA	Mary Jones	Board Chair	(757) 871-5977	mary.jones@jamescitycountyva.gov
9	Marco Island, FL	Larry Sacher	Councilor	(239) 588-0112	LSacher@marcocitycouncil.com
10	Mount Pleasant, MI	Kathleen Ling	Commissioner	(989) 773-7823	kling@mt-pleasant.org
11	Mountlake Terrace, WA	Scott Hugill	Assistant City Manager	(425) 744-6208	SHugill@ci.mlt.wa.us
12	North Miami, FL	Rene Monestine	City Attorney	(305) 895-9810	rmonestine@northmiamifl.gov
13	Oakland Park, FL	Shari McCartney	Mayor	(954) 295-0527	ShariM@oaklandparkfl.gov
14	Springettsbury Township,	George Dvoryak	Board Chair	(717) 683-4665	gdvoryak@Springettsbury.com
15	St. Lucie County, FL	Dan McIntyre	County Attorney	(772) 462-1420	mcintyred@stlucieco.org
16	St. Pete Beach, FL	Elaine Edmonds	Administrative Services Director	(727) 580-5178	elaine@stpetebeach.org
17	Surfside, FL	Daniel Dietch	Mayor	(305) 861-4863	ddietch@townofsurfsidefl.gov
18	Titusville, FL	Jim Tulley	Mayor	(321) 567-3702	Mayor@titusville.com
19	Winchester, VA	John Willingham	Council President	(540) 931-4655	John.Willingham@winchesterva.gov

I. Qualifications and Experience of the Firm (continued)

2013 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Ankeny, IA	45,000	David Jones	210
2	City Manager	Ashland, KY	21,000	Benjamin Bitters	300
3	Village Manager	Bal Harbour, FL	2,500	Jorge Gonzalez	37
4	County Manager	Clackamas County, OR	380,000	Donald Krupp	2,300
5	City Manager	Elmira, NY	29,000	Kim Middaugh	293
6	City Manager	Fruitland Park, FL	4,100	Gary La Venia	52
7	City Manager	Leesburg, FL	20,600	Alfred Minner	515
8	City Manager	Medina, WA	3,000	Michael Sauerwein	30
9	City Manager	Miramar, FL	122,000	Kathleen Woods-Richardson	960
10	City Manager	Monroe, NC	36,397	John D'Agostino	750
11	City Manager	Normandy Park, WA	6,300	Glenn Akramoff	27
12	County Manager	Okaloosa County, FL	170,000	Ernie Padgett	820
13	City Manager	Satellite Beach, FL	10,000	Courtney Barker	120
14	City Manager	Scottsdale, AZ	220,000	Fritz Behring	2,423
15	City Manager	Sunnyside, WA	15,000	Donald Day	95

I. Qualifications and Experience of the Firm (continued)

2013 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Fruitland Park, FL	Chris Bell	Mayor	(352) 326-4291	cbell@fruitlandpark.org
2	Ashland, KY	Chuck Charles	Mayor	(606) 327-2001	ccharles@ashlandky.org
3	Normandy Park, WA	Clarke C. Brant	Mayor	(206) 248-7603	clarke.brant@ci.normandy-park.wa.us
4	Leesburg, FL	David Knowles	Mayor	(352) 326-9300	Allstate2@earthlink.net
5	Okaloosa County, FL	Don Amunds	Commission Chair	(850) 585-8012	damunds@co.okaloosa.fl.us
6	Satellite Beach, FL	Frank Catino	Mayor	(321) 223-7700	fcatino@satellitebeach.org
7	Ankeny, IA	Gary Lorenz	Mayor	(515) 371-2141	garyl@ljmd.com
8	Bal Harbour, FL	Jaime Sanz	Council Member	(786) 427-4154	jsanz@balharbour.org
9	Sunnyside, WA	James Restucci	Mayor	(509) 643-4343	jrestucci@sunnyside-wa.gov
10	Monroe, NC	Lynn Keziah	Vice Mayor	(704) 221-2365	lkeziah@monroenc.org
11	Medina, WA	Michael Luis	Mayor	(425) 233-6400	mluis@medina-wa.gov
12	Clackamas County, OR	Paul Savas	Commissioner	(503) 655-8581	psavas@co.clackamas.or.us
13	Elmira, NY	Susan Skidmore	Mayor	(607) 738-3714	mayor@cityofelmira.net
14	Scottsdale, AZ	Suzanne Klapp	Vice Mayor	(480) 312-7402	sklapp@scottsdaleaz.gov
15	Miramar, FL	Yvette Colbourne	Commissioner	(954) 560-5161	ycolbourne@ci.miramar.fl.us

I. Qualifications and Experience of the Firm (continued)

2012 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Cape Coral, FL	154,300	John Szerlag	1,300
2	City Manager	Cocoa Beach, FL	11,200	Robert Majka	234
3	City Manager	Doraville, GA	8,500	Shawn Gillen	104
4	City Manager	Fayetteville, NC	208,000	Ted Voorhees	1,500
5	City Manager	Fort Pierce, FL	41,590	Robert Bradshaw	361
6	City Manager	Hallandale Beach, FL	37,100	Renee Crichton	449
7	County Administrator	Hernando County, FL	172,800	Leonard Sossamon	1,297
8	City Manager	Key West, FL	26,649	Bob Vitas	456
9	City Manager	Melbourne, FL	75,000	Michael McNees	927
10	Village Manager	North Palm Beach, FL	12,015	Ed Green	279
11	City Manager	Panama City Beach, FL	12,018	Mario Gisbert	250
12	City Manager	Sarasota, FL	51,917	Tom Barwin	599
13	City Manager	Sunrise, FL	4,260	Alan Cohen	1,203
14	City Manager	Yakima, WA	91,000	Anthony O'Rourke	730
[1] The manager's wife developed cancer after 3 months on the job and he resigned to be with her during treatment. We repeated the search at no cost even though it was outside the scope of our warranty.					

I. Qualifications and Experience of the Firm (continued)

2012 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Fort Pierce, FL	Anne Satterlee	Communications Manager	(772) 460-2200	asatterlee@city-ftpierce.com
2	North Palm Beach, FL	David Norris	Council Member	(561) 841-3355	dnorris@village-npb.org
3	Doraville, GA	Donna Pittman	Mayor	(678) 328-9181	donna.pittman@Doravillega.us
4	Panama City Beach, FL	Gale Oberst	Mayor	(850) 235-1541	goberst@pcb.gov
5	Fayetteville, NC	Jim Arp	Mayor Pro Tem	(910) 728-2569	JArp@ci.fay.nc.us
6	Hallandale Beach, FL	Joy Cooper	Mayor	(954) 457-1318	jcooper@hallandalebeachfl.gov
7	Sunrise, FL	Kim Kisslan	City Attorney	(954) 746-3300	KKisslan@sunrisefl.gov
8	Cocoa Beach, FL	Laurie Kalaghchy	City Clerk	(321) 868-3235	lkalaghchy@cityofcocoabeach.com
9	Yakima, WA	Micah Cawley	Mayor	(509) 901-9114	micah_cawley@ci.yakima.wa.us
10	Melbourne, FL	Paul Googleman	City Attorney	(321) 608-7200	cityattorney@melbourneflorida.org
11	Cape Coral, FL	Rana Erbrick	Council Member	239-574-0437	rerbrick@capecoral.net
12	Hernando County, FL	Ronald F. Pianta	Assistant County Administrator	352) 754-4002	RPianta@co.hernando.fl.us
13	Key West, FL	Shirley Freeman	Chair, Citizen's Advisory Committee	(305) 304-1975	shirleyfreemankeywest@gmail.com
14	Sarasota, FL	Susanne Atwell	Commissioner	(941) 954-4115	Susanne.Atwell@sarasotagov.com

I. Qualifications and Experience of the Firm (continued)

2012 City / County Manager Searches Completed					
	Position	Client	Population	Placement	Agency Size: Number of Employees
1	City Manager	Cape Coral, FL	154,300	John Szerlag	1,300
2	City Manager	Cocoa Beach, FL	11,200	Robert Majka	234
3	City Manager	Doraville, GA	8,500	Shawn Gillen	104
4	City Manager	Fayetteville, NC	208,000	Ted Voorhees	1,500
5	City Manager	Fort Pierce, FL	41,590	Robert Bradshaw	361
6	City Manager	Hallandale Beach, FL	37,100	Renee Crichton	449
7	County Administrator	Hernando County, FL	172,800	Leonard Sossamon	1,297
8	City Manager	Key West, FL	26,649	Bob Vitas	456
9	City Manager	Melbourne, FL	75,000	Michael McNees	927
10	Village Manager	North Palm Beach, FL	12,015	Ed Green	279
11	City Manager	Panama City Beach, FL	12,018	Mario Gisbert	250
12	City Manager	Sarasota, FL	51,917	Tom Barwin	599
13	City Manager	Sunrise, FL	4,260	Alan Cohen	1,203
14	City Manager	Yakima, WA	91,000	Anthony O'Rourke	730
[1] The manager's wife developed cancer after 3 months on the job and he resigned to be with her during treatment. We repeated the search at no cost even though it was outside the scope of our warranty.					

I. Qualifications and Experience of the Firm (continued)

2011 City / County Manager Searches Completed (continued)					
	Client	Contact Name	Title	Phone	Email
1	Clay County, FL	Travis Cummings	Former Commission Chair	(904) 376-5189	Not Available
2	Orange Park, FL	Sarah Campbell	Town Clerk	(904) 278-3018	scampbell@townop.com
3	Chamblee, GA	Marc Johnson	Interim Manager / Police Chief	(404) 819-9346	chiefmj@chambleepd.com
4	North Port, FL	Jim Blucher	Vice Mayor	(941) 628-2916	jblucher@cityofnorthport.com
5	Matanuska-Susitna, AK	Sonya Conant	Human Resources Director	(907) 746-7432	Sonya.Conant@matsugov.us
6	Sunny Isles Beach, FL	Norman Edelcup	Mayor	(305) 792-1701	NSEdelcup@aol.com
7	Albany, GA	Nathan Davis	City Attorney	(229) 431-2805	NDavis@albany.ga.us
8	Portland, ME	Cheryl Leeman	Search Chair / Council Member	(207) 774-4308	cl@portlandmaine.gov
9	Pinecrest, FL	Guido Inguazo	Village Clerk	(305) 234-2121	inguanzo@pinecrest-fl.gov
10	Yakima, WA	Micah Cawley	Mayor	(509) 901-9114	micah_cawley@ci.yakima.wa.us
11	Polk County, IA	E.J. Giovannati	Former County Supervisor	(515) 371-0782	EJGiovannetti@hhlawpc.com
12	Destin, FL	Chuck Garcia	Human Resources Director	(850) 837-4242	cgarcia@cityofdestin.com
13	Madeira Beach, FL	Travis Palladeno	Mayor	(727) 239-5549	tpalladeno@madeirabeachfl.gov
14	Key Biscayne, FL	Conchita Alvarez	Village Clerk	(305) 365-5506	calvarez@keybiscayne.fl.us
15	Tacoma, WA	Joy St. Germain	Human Resources Director	(253) 591-2060	jstgermain@ci.tacoma.wa.us

II. Search Methodology

The following search methodology has been refined over the past sixteen years and now is virtually foolproof. We will integrate your ideas into the process. Our goal is to ensure you have the right people to interview as well as the information you need to make the right decision.

Phase I: Information Gathering and Needs Assessment

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those that are not actively looking for the next job) while also providing an accurate portrayal of the community and the opportunity. In order to do this, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Compile background information from the jurisdiction's website and other sources.
- Meet with an Ad Hoc Committee of the City Council to review / modify our suggested recruitment process (including the candidate profile development and interview process).
- Interview the Mayor and Council, other key parties (such as City staff) and stakeholders (such as community groups, business owners, residents, government officials and property owners). Our goal is to develop a strong sense of your organization, its leadership, its short and long term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will likely include experience, longevity, education, personality, demeanor, and achievements as well as other items the Council and stakeholders consider important), and
- Determine a reasonable compensation package.

We will also finalize the timeline so candidates can mark their calendars well in advance and will be available when the Council wish to conduct the interviews.

If the City wishes, we routinely incorporate meetings with other stakeholders (such as the business community, the non-profit community, City staff and so on) to gather their insights. These forums are valuable as they provide additional perspectives and a better understanding of the environment the Manager will be working in.

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile. We will provide our draft for your review and comment. We will then meet with the Council to discuss the results of our interviews and the resulting recruitment profile. Your suggestions will be incorporated, and the final document prepared. A sample of our work is included as Appendix B. Other samples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for this position. We say people, and not person, because our goal is to bring you six to ten excellent semi-finalists, all of whom

II. Search Methodology

will do the job extraordinarily well and who are so good you will have a difficult time choosing among them. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- **Networking:** The best approach is diligent outreach. We will network with our colleagues and consult our data base. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished. We also use LinkedIn as a source of candidates.
- **Advertising** While we will seek out the best, we will not ignore the trade press as it often also yields strong candidates. We intend to advertise through organizations such as the International City/ County Management Association, Association of Washington Cities and so on. We will also post it on our website, www.cb-asso.com. We generally do not use newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the type of candidates our clients are seeking.
- **Email:** We will also e-mail the recruitment profile to our listserv of ten thousand managers and professionals who are interested in local government management. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from sixty to one hundred applicants. We will narrow the field as described above and present information on candidates to the Mayor and Council. This process requires a mixture of in-depth research and subjective evaluation. Our process is as follows.

It should be noted that selecting strong candidates is more an art than a science. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the City and the community. Typically forty percent of our finalists are women and/or minorities.

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen high quality candidates.

Step Two. Screening Interview. Our lead recruiter, and possibly other senior representatives of the firm, will interview each of these candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether or not to consider them further.

II. Search Methodology

Step Three. Prepare a Report. We will prepare a written report summarizing the Results of the Recruitment and the top seven to ten candidates. We will forward our report to the Council.

Step Four. Evaluate the Best Candidates. We will develop materials and background investigations for the to five to six candidates. For those that remain in consideration, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to prepare a written introduction to themselves as part of their preliminary background checks. This is done for several reasons. First, it allows the candidates to tell their own story and balance the negativity that is so often characteristic of the press. It also allows the City to evaluate the candidates written and communicative skills.
- **Candidate Disclosure Statement:** We will ask candidates if there is anything controversial in their background that we should be made aware of prior to further consideration. While it is unlikely that we find anything not previously publicized in the press, we believe redundant checks offer superior security for our client.
- **Interviews of References:** We tell the candidate with whom we wish to speak. These include current and former Council Members, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We also attempt to contact some individuals who are not on the candidate's list. Typically we reach eight to ten people and prepare a written summary of each conversation.
- **Legal Checks:** Through our third party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records for any litigation at the county and federal level; and bankruptcy and credit.

Search the Internet and Newspaper Archives: Virtually every local newspaper has an archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased and we consider that in our evaluation. This step is conducted in order to quickly discover candidates with problems in their backgrounds and eliminate them.

- **Verification of Education:** We also verify claimed educational degrees to assure the candidate is being totally forthright.

II. Search Methodology

- **Verification of Work History:** We verify employment for the past fifteen years.

The goal in conducting these checks is to develop a clear picture of the candidates and to determine which best meet the criteria established in Phase I. Each of the avenues we pursue adds a piece of the puzzle. We will crosscheck sources, search for discrepancies, and resolve them when we find them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. If we conclude the situation is damaging or even questionable, the situation reported to the City, with the City's concurrence, the candidate will be dropped from further consideration.

Note: We firmly believe that all background work we have outlined above should be completed early in the process. That way the client knows the individuals to be interviewed are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once our client has made a selection, it can move forward promptly, negotiate a contract and make an announcement.

Task Five: Preparation and Presentation of Candidate Materials

For the selected candidates, CB&A will compile the information we have developed into a complete written report for each recommended candidate. Specifically, this information will include: the candidates' resumes, introductions, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide some advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into), and some logistical information. The preceding information will be forwarded to you *electronically*.

Task Six: Finalist Selection

Approximately a week after the City has received the candidate materials, CB&A will meet with the Ad Hoc Committee to discuss our findings and select the finalists. We suggest four to six candidates be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. We will also provide them with information concerning the interviews and travel if necessary.

CB&A will inform those not selected of their status. Part of the notification will include advice concerning the candidates' resume and/or cover letter so, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

II. Search Methodology

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an interview/assessment process for the City's review including means to evaluate the candidates' communication skills, interpersonal skills, and decision-making skills. As part of the process, we will recommend the City Council observe the finalists in a number of settings. We will also recommend you invite the finalists' spouses so they can spend time in and evaluate your community.

Day #1: The finalists are given a tour of the community by a knowledgeable staff member or resident.

Later, that evening, the Mayor and Council host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. Your next City Manager will, after all, represent your local government in numerous venues. It is thus important to know how the individual will respond in a social setting. The reception also serves as an ice-breaker whereby the Council Members and the candidates get to know one another informally.

Day #2: Beginning at approximately 8:30 a.m., each candidate interviews individually with each elected official for approximately 40 minutes. These meetings provide the City Council Members with an opportunity to assess how the candidates might interact with them on an individual basis. It is very important to know if good chemistry exists. Ultimately, Managers succeed and fail based on their interaction with the City Council and the one-on-one interviews are an excellent way to test that interaction.

After lunch, the Mayor and Council as a group will interview each candidate so that they can assess the candidates in a formal meeting. Part of the interviews may include a PowerPoint presentation so the Council can observe the candidates' presentational skills.

Task Nine: Debriefing and Selection

CB&A will then meet with the City Council Members to present the recommendations of the interview panels. We suggest a member or two of each panel also be present.

Since the background checks will have already have been completed, the Council can then move forward with a decision or conduct additional interviews.

In terms of the final selection, we have developed a simple methodology that moves the elected body quickly and rationally to the desired outcome. Once the selection has been made, CB&A will notify the finalists of their status. Candidates are eager to know and we feel it is important to keep them informed.

II. Search Methodology

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

We will then assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect a relatively prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. In fact, at your request, we will conduct a team-building workshop, at no charge, to resolve any difficulties. We simply feel it is part of our job to assure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We want to be responsive and to assist in any way we can.

The City's Obligations

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates for all expenses associated with their travel, meals, and incidentals for the interview weekend.

The City should also plan to provide the following information, if it is not available on the City's website, to each of the finalists: the current year budget, an organizational chart, the latest completed audit and management letter, any current strategic and long range plans, a copy of the City Charter, any job descriptions and other materials defining the role and duties of the City Manager, and any evaluations of the organization completed in the last year.

II. Search Methodology

Possible Project Schedule

The following is the project schedule we suggest for this recruitment and assumes we are selected to perform the search on January 21st. We realize the schedule may need to be adjusted to accommodate the Mayor's and Council Members' availability.

Phase I: Needs Assessment / Information Gathering

- January 23rd: CB&A begins gathering and compiling background information for use in the recruitment process and material.
- February 2nd: CB&A begins meeting with the Council Members and other suggested stake holders to understand the job and its challenges.
- February 9th: CB&A submits the draft of the full recruitment profile to the City for its review. Comments will be due back by February 16th.

Phase II: Recruiting

- February 18th: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 12,600 local government professionals.
- March 11th: Closing date for submission of applications.
- March 16th: CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

- April 11th: CB&A forwards its candidate report and materials to the City. These will include the candidates' resumes, the candidate introduction, and the results of our reference, background and Internet/newspaper archives checks.
- April 18th: City selects candidates for interviews.

Phase IV: Interview Process Coordination and City Manager Selection

- April 28th: City holds reception for the finalists.
- April 29th: One-on-one and full Council Interviews and possible decision.
- May 2nd: City selects its next City Manager if the decision is not already made.

Phase V: Negotiation, Warranty & Continuing Assistance

- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

Some of CB&A Clients...



City of Ankeny, IA

City Manager



City of Bellevue, WA

City Manager



City of Fayetteville, NC

City Manager



City of Winchester, VA

City Manager

III. Proposed Project Staff

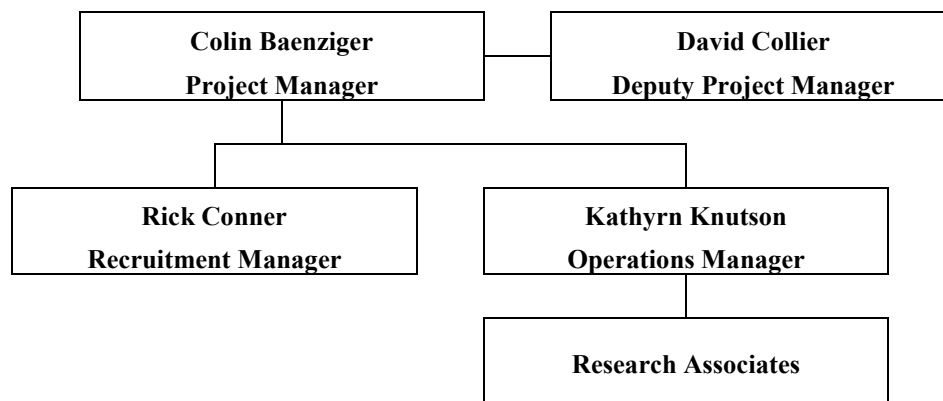
Project Team and Involvement

Colin Baenziger & Associates is an experienced recruiting firm which strongly believes that the majority of the search work should be conducted by one knowledgeable person. Colin Baenziger will be that person—he will serve as your project manager. He will conduct the interviews with the elected officials, search for strong candidates, discuss the position with those candidates, recruit them, conduct the interviews with the candidates, conduct the background investigations, oversee the interview process, and assist with the contract negotiations. In addition to fifteen years as a consultant, Mr. Baenziger spent ten years in government as a senior manager. Overall, he has been the firm's Project Manager for more than one hundred and twenty five city and county manager searches. Prior to starting CB&A, he spent over 20 years hiring key staff.

David Collier, senior vice president, will be the Deputy Project Manager and support for Mr. Baenziger. Mr. Andrews will assist in virtually every aspect of the search effort but will focus on the search for strong candidates and candidate evaluation. Before joining CB&A as a recruiting in 2006, he had over 30 years of experience as a senior level local government manager in several states and in that capacity hired many key staff. He earned his Bachelor of Arts degree in economics and his Master's degree in public administration from the American University in Washington, D.C. He is a past president of the Maryland City Managers Association and the Florida Association of County Administrators.

Rick Conner, vice president, will serve as the recruitment manager and assist with the identification and screening of candidates. He has over 30 years of in local government and in executive recruiting. He earned Bachelors of Science Degrees in Business Administration and Engineering from the University of Missouri.

Kathryn Knutson, Vice President for Operations, will be responsible for coordinating the advertising and production of the materials we will present to you as described in the Recruitment Approach.



III. Proposed Project Staff (continued)

Colin Baenziger, M.P.A.

Principal

Colin Baenziger is a student of local government and responsible for the executive recruitment functions at Colin Baenziger & Associates. Over the years, he has worked with a number of cities on recruitments and on management, operational, and organizational issues. As a former manager and someone who actively consults with governments, he understands what it takes to do the manager's job effectively. Furthermore, because he is active in a number of professional associations, he knows many of the nation's managers on a first-name basis.



Some of Mr. Baenziger's searches for local governments include:

- City Manager, Coral Gables, FL (population 42,000)
- City Manager, Cottonwood Heights, UT (population 34,000)
- City Manager, Fife, WA (population 8,200)
- City Manager, Fayetteville, NC (population 208,000)
- Village Manager, Key Biscayne, FL (population 11,000)
- Economic Development Director, Loudoun County, VA (population 326,000)
- Community Development Director, Miami, FL (population 373,000)
- Borough Manager, Matanuska-Susitna Borough, Alaska (population 88,000)
- City Manager, Mount Dora, FL (population 12,000)
- County Manager, Clackamas County, OR (population 380,000)
- City Manager, Palm Coast, FL (population 51,000)
- City Manager, Portland, ME (population 65,000)
- City Manager, Roanoke, VA (population 96,000)
- City Manager, Tacoma, WA (population 200,000)
- General Manager, Tampa Bay Water Authority (serving a population of 2.4 million)
- County Manager, Union County, NC (population 290,000)

Other recent efforts include a strategic planning session for the Florida Association of Special Districts, an operational review of Tamarac's water utility, a business practices review for a division of Martin County government, an operational reconciliation for Palm Beach County Water, development of an automated system to pay royalties to featured recording artists for the Recording Industry Association of America, and a review of financial procedures for a division of the Marriott Corporation.

Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association. He has also been called upon frequently to speak at conferences of the Utah and Florida City/County Managers' Associations, and the Florida Public Personnel Association.

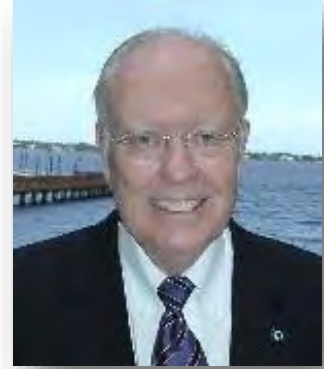
III. Proposed Project Staff (continued)

Dave Collier, M.P.A.

Senior Vice President

Before joining CB&A in 2006, Dave Collier spent over 30 years of management experience in county and city government. Since there is not much that he has not seen previously, Dave quickly produces efficient and effective solutions to problems for his clients.

One of Dave's specialties is executive search. With his many years of experience, he can quickly separate the wheat from the chaff and find the right person to join your senior staff or be your department head. He also has successfully conducted organizational reviews, sessions in team building and strategic planning workshops. Just as importantly in this day and age of the pressure to lower taxes, he has developed strategies and action plans for coping with the tough financial problems that local government often experience.



Dave has overseen the recruitment and selection of:

- County Manager, Brevard County, FL,
- City Manager, Coral Gables, FL,
- City Manager, Cape Canaveral, FL,
- City Manager, Dania Beach, FL,
- City Manager, North Miami, FL,
- City Manager, Orange City, FL,
- City Manager, West Melbourne, FL,
- City Administrator, West Park, FL,
- Finance Director for Tamarac, FL, and
- Environmental Resources Director for St. Lucie County, FL.

While serving as City Manager of Stuart, Florida for 14 years, he improved the professionalism of City Department Heads and staff through an emphasis on professional development and team building. He also used his hands-on management style to emphasize the need for effective project management and maintaining tight timelines in order to show citizens that the city government was effectively managed and had a strong commitment to its customers. Prior serving in Stuart, Dave was a County Manager in Florida, Kansas and Michigan. He also has extensive experience in local government consulting.

Mr. Collier earned his Bachelor of Arts degree in Economics and his Master's degree in Public Administration from the American University in Washington, D.C. He was a member of the International City/ County Management for over thirty years, served as President of the Maryland City Managers Association and the Florida Association of County Administrators. Mr. Collier is involved in his community as a member of the City of Stuart's CRA Advisory Board and as a Director of Stuart's Main Street Association.

III. Proposed Project Staff (continued)

Rick Conner, P.E.

Vice President

Rick Conner is a recent addition to CB&A's strong cadre of municipal operations experts. With over 30 years of management experience in local government, he has seen it all and done most of it. He possesses keen analytical skills and the ability to slice through critical issues. As a result, he is another outstanding weapon in the firm's arsenal of experts. His years in local government and his many licenses and certifications help him to judge talent quickly and effectively.



In addition to his experience as a City Manager, Rick's previous positions such as a Public Works Director, gives him an excellent perspective of the needs of local government operations and staffing.

Prior to joining Colin Baenziger & Associates in 2012, some of the top leadership positions that Rick has held include:

- City Manager of Sunny Isles Beach, Florida,
- City Manager of Portland, Texas,
- City Manager of Marble Falls, Texas,
- Public Works Director of Nashville/Davidson County, Tennessee, and
- Public Works Director of Bryan, Texas

While serving in these positions, Rick received national recognition for his Customer Service programs. Over his career, Mr. Conner has been involved in a variety of recruitments. Some of these include:

- City Manager, Fayetteville, NC,
- City Manager, Sarasota, FL,
- City Manager, Cocoa Beach, FL
- Chief Executive Officer/General Manager, Des Moines (IA) Water Works,
- Finance Director/Procurement Officer for a bedroom community to Corpus Christie, TX,
- Accounting Director for a medium size West Texas city
- Police Chief for a Florida barrier island community,
- Water and Wastewater Director for a medium size, central Texas city,
- Airport Fixed Base Operator for a Texas university community, and
- Airport Manager for a medium size Texas university city.

Rick holds a Bachelor of Science in Business Administration and a Bachelor of Science in Civil Engineering from University of Missouri. He also worked towards Masters Degrees in both Math and Civil Engineering before joining the work force. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee and Texas.

III. Proposed Project Staff *(continued)*

Kathryn Knutson

Vice President for Operations

Ms. Knutson is a skilled professional with a wealth of public and private sector experience. Her particular expertise is in special projects, compensation surveys, and background checks for our executive search candidates. She feels that each client must be properly served, and that can only be done by devoting her utmost attention to their particular concerns and by finding creative ways to solve their problems. In her book, the client comes first.



Since beginning her working relationship as a subcontractor with Colin Baenziger & Associates, Ms. Knutson has been involved in virtually every executive search the firm has conducted. Some of the more notable searches include:

- Public Works Director, Chandler, AZ (population 250,000)
- City Manager, Town of Bay Harbor Islands (population 5,200)
- City Manager, Coral Gables, FL (population 42,000)
- City Manager, Cottonwood Heights, UT (population 34,000)
- City Manager, Cutler Bay, FL (population 35,000)
- City Manager, Fife, WA (population 8,200)
- City Manager, Greensboro, NC (population 259,000)
- City Manager, Homestead, FL (population 59,800)
- Village Manager, Key Biscayne, FL (population 11,000)
- City Manager, City of Marathon, FL (population 11,500)
- Village Manager, Village of Palmetto Bay, FL (population 24,000)
- City Manager, Portland, ME (65,000)
- City Manager, Roanoke, VA (population 96,000)
- City Manager, City of West Melbourne, FL (population 15,000)

As noted, a major part of Ms. Knutson's work has been on special projects. For example, she is responsible for the firm's annual City Manager compensation survey and also has worked with Palm Beach County Water Utilities reviewing a portion of its billing database. The utility's concern was possible under-billing, and our work involved a review of billing records for reasonableness and consistency, as well as extensive work in the field. Thanks to Ms. Knutson's work, the Utility recovered our fee several times over.

Ms. Knutson's prior employment includes stints with Palm Beach County's Department of Building, Planning, and Zoning, and with the County Health and Rehabilitative Services. She has also worked with the State of Florida's Department of Corrections and with the State's Department of Employment Services. She has also been involved with a number of private and non-profit concerns, such as the Visiting Nurses Association and Oakwood Mental Health Center of the Palm Beaches. Ms. Knutson has an associate's degree in business education from West Georgia College in Carrollton, Georgia. Kathryn currently resides in Oneida County, WI.

More CB&A Clients...



Emmet County, MI

County Administrator



City of Titusville, FL

City Manager



Clackamas County, OR

County Manager



City of Mount Pleasant, MI

City Manager

IV. References

City Manager, Bellevue, WA (population 126,400)

Contact: Deputy Mayor Kevin Wallace at (425) 452-7810, or
Assistant City Manager Myrna Basich at
(425) 452-2733 or mbasich@bellevuewa.gov

Bellevue is located just east of Seattle and is one of the nation's premier cities. It is home several major corporations and offers a very high quality of life. CB&A began its work in August 2013. It included extensive input from the elected officials, the public and Bellevue staff. Our work included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in the contract negotiations. Interviews we originally scheduled to take place in December but three of our five finalists dropped at the last minute and we felt we needed to redo the search. We started again after the first of the year. The Council Members were very pleased with the results and the caliber of the second group of finalists. They selected *Bellevue Deputy City Manager Brad Miyake* in early April.



City Manager, Medina, WA (population 3,100)

Contact: Mayor Michael Luis at mluis@medina-wa.org

CB&A was hired in August 2013 to find the Medina's next **City Manager**. Our work included extensive interviews with the City Council, preparation of a recruitment profile, searching the nation to find the right person for the job, interviewing the candidates, conducting through background checks, and recommending finalists for the City to interview. We also oversaw the interview and selection processes. After careful deliberation, the City selected *Michael Sauerwein, Deputy City Manager for Sammamish, WA* in November 2013.



City Manager, Mill Creek, WA (population 18,800)

Contact: Mayor Pam Pruitt at (425) 338-7158, or
ppruitt@cityofmillcreek.com

CB&A was hired in late January 2015 to find the next **City Manager** for Mill Creek, WA. Mill Creek is a high end community north of Seattle that, unfortunately, has a reputation for not keeping City Managers. We were asked to identify someone with strong leadership capabilities and who would stay at least five years. Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews and providing a small amount of assistance with the contract negotiations.



IV. References *(continued)*

Rebecca Polizotto, of the Alaska Attorney General's Office and formerly the City Manager of Conyers, GA, was selected on April 17th.

City Manager, Sequim, WA (population 6,670)

Contact: Mayor Candace Pratt at (360) 582-0114, or
cpratt@sequimwa.gov
 City of Sequim
 226 N. Sequim Avenue
 Sequim, WA 98382

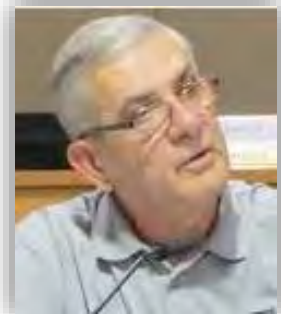
CB&A was selected in early March 2015 to perform the search for Sequim's **City Manager**. Our effort involved searching the country to locate the best people for the job, interviewing them, conducting thorough background checks, and recommending finalists for the city to interview. Interviews were held on June 19th and 20th. *Charlie Bush, Development Services Director* for Issaquah, WA, was selected on June 20, 2015.



City Manager and Finance Director Sunnyside, WA (population 16,000)

Contact: Mayor James Restucci at (509) 643-4343, or
jrestucci@sunnyside-wa.gov

CB&A was hired in mid-April 2013 to find Sunnyside's next **City Manager and Finance Director**. John Darrington, CB&A's Senior Vice President assumed the Interim City Manager role in order to assist the City, stabilize the situation, and coordinate the recruitment. The process was challenging, but through extensive outreach efforts, CB & A fielded an excellent group of high quality candidates for both positions, performed background checks, coordinated the interview process, and assisted the City in selecting *Donald Day (pictured), former county manager of Colfax County, NM and David Layden, former Finance Director of University Place, WA*. By all reports, the City is exceptionally pleased with both placements.



City Manager, Ankeny, IA (population 45,600)

Contact: Mayor Gary Lorenz at (515) 371-2141 or,
GaryL@ljmd.com

CB&A began work on April 25, 2013, to find the City's next **City Manager**. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the county to interview. After careful deliberation, the City selected *David Jones, formerly County Administrator for Polk County, IA*, on August 7, 2013.



IV. References (continued)

City Manager, Ashland, KY (population 20,000)

Contact: Mayor Chuck Charles at (606) 232- 7485 or
ccharles@ashlandky.org

CB&A began work in August 2013, to assist the city of Ashland in finding its next **City Manager**. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. *Benjamin Bitter*, then *Senior Management Analyst of Casa Grande, AZ*, was selected in October of 2013.



Cottonwood Heights, UT (population 35,400)

Contact: Mayor Kelvyn Cullimore at (801) 568-7000, or
Kelvyn@dynatron.com

Cottonwood Heights incorporated in November 2004 and is a suburb of Salt Lake City. The City needed a **City Manager** immediately and requested that Colin Baenziger and Associates have a field of candidates ready to interview on December 3rd and 4th. The City had already begun advertising with a closing date of November 22, 2004. Not impressed with the applications, we promptly recruited several more applicants, two of whom the City Council rated in their top three finalists after the interviews. The process was complicated by the Thanksgiving holiday. Nonetheless, we completed our work including background checks and conducted interviews so that the City did hire its manager on December 7, 2004. *Liane Stillman* was then selected to be the next City Manager.



City Manager, Indianola, IA (population 14,800)

Contact: Mayor Kelly Shaw at (515) 962-5300, or
KShaw@CityOfIndianola.com

CB&A was hired in mid-September, 2015, to find the City's next **City Manager**. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, and recommending finalists for the county to interview. Through extensive outreach efforts, CB & A fielded an excellent group of candidates for the position. The City selected *Ryan Waller*, formerly *Assistant County Administrator with Lake County, IL* on December 5th.



IV. References (continued)

County Administrator, James City County, VA (population 70,500)

Contact: Board Chair Mary Jones at (757) 229-5977 or

mary.jones@jamescitycountyva.gov

James City Government Center
101 Mounts Bay Road
Williamsburg, VA 23185

James City County has a long and storied history and is home to colonial Williamsburg, VA. CB&A was hired in March 2014 to find the County's next County Administrator. We were asked to search for someone knowledgeable of local government but who specifically knew how to maximize operational efficiency and effectiveness. Our work involved searching the nation for just the right candidate. When we did not find just the right candidate after our first search effort, we restarted the process. Beyond seeking the best candidates, our work involved candidate screening, complete and thorough background checks, and coordinating the interviews and selection process as well as providing advice concerning the contract. On July 29th, the County Board of Supervisors selected *Mr. Bryan Hill, then Deputy County Administrator for Beaufort County, SC*.



City Manager, City of Madeira Beach, FL (population 4,200)

Contact: Mayor Travis Palladeno at (727) 239-5549, or

TPalladeno@madeirabeachfl.gov

Madeira Beach is a tropical tourist location on the Western Coast of Florida in Pinellas County. Colin Baenziger and Associates began searching for a **City Manager** on September 30, 2011. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. *Shane Crawford, former Assistant County Administrator with Walworth County, WI* was selected as the next manager on November 22nd.



IV. References (continued)

City Manager, Titusville, FL (population 44,200)

Contact: Mayor Jim Tulley at (321) 383-5802 or
c/o Kathy.Daniels@Titusville.com
Assistant City Manager Tom Abbate at (321) 567-3702,
or thomas.abbate@titusville.com

CB&A was hired in early May 2014 to find Titusville's next **City Manager**. Titusville is located on Florida's Space Coast and is home to many of the individuals who supported the space shuttle program. We were asked to identify someone with strong leadership capabilities. Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews and providing a small amount of assistance with the contract negotiations. *Scott Larese, formerly the Director of the Cunningham Center at Columbus State University and Garrison Commander at Fort Rucker, AL*, was selected on August 4th.



City Manager, Winchester, VA (population 16,000)

Contact: Council Chair John Willingham at (540) 931-4655, or
John.Willingham@WinchesterVA.gov

CB&A was hired in mid-March 2014 to find Winchester's next **City Manager**. The City was seeking someone with energy and enthusiasm to move the City forward. We accepted the challenge and searched the nation for just the right person. Our efforts included extensive outreach and we an excellent group of high quality candidates. We then performed background checks, coordinated the interview process, and assisted the Town in selecting Eden Freeman, *formerly Assistant City Manager for Sandy Springs, GA*, in early June.



IV. References *(continued)*

Candidate References

While it is important to deliver what the City or County expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from three of those candidates.

Placement	Formerly	Recruited To Be	Contact at
Kristen Denne	City Manager Johnstown, PA	Township Manager Springettsbury Township, PA Appointed August 2014	(717) 757-3521 kristen.denne@springettsbury.com
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed June, 2014	(540) 667-1815 citymanager@winchesterva.gov
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014	(757) 253-6604 bryan.hill@jamescitycountyva.gov

More CB&A Clients...



City of Ellensburg, WA

City Manager



City of Connell, WA

City Manager



City of Scottsdale, AZ

City Manager



City of Sunnyside WA

City Manager

V. Fee and Warranty

Fee

CB&A offers a firm, fixed fee of \$24,500 ***which includes all our expenses and costs.*** In other words, the only thing the City will pay CB&A is the agreed upon fee. The only other costs the City will be responsible for are the costs associated with the candidates' (and spouses, if invited) travel, accommodations and meals for the interview process. The advantage to the City is it knows exactly what it will pay. The advantage to CB&A is that we do not have keep track of every minor expense.

We will bill the fee as the phases are completed and according to the following schedule:

Requested Services	
Phase I: Needs Analysis / Information Gathering	\$ 3,250
Phase II: Recruiting	9,000
Phase III: Screening	9,000
Phase IV: Interview Process Coordination and Manager Selection	1,500
Phase V: Negotiation and Continuing Assistance	1,500

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$125 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have neither billed nor requested additional funds beyond our originally quoted fee even when we have been entitled to it.

Warranty

Colin Baenziger & Associates offers the best warranty in the industry. We can offer it because we have confidence in our work. Provided the City instructs us with conducting a full search (Phases I-V) and assuming it selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search at no charge for our services or expenses. In other words, the City will not pay CB&A anything. If the individual leaves for any reason other than an Act of God in the second year, CB&A will repeat the search for the cost of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING



**EXECUTIVE SEARCH FIRM SERVICES
FOR CITY MANAGER FOR THE
CITY OF DES MOINES, WA**

Volume II: Appendices

Colin Baenziger & Associates

Project Manager and Contact Person:

Colin Baenziger
Phone: (561) 707-3537
Colin Baenziger & Associates
e-mail: Colin@cb-asso.com
Fax: (888) 635-2430

...Serving Our Clients with a Personal Touch...

PROPOSAL TO BE THE CITY'S EXECUTIVE RECRUITING FIRM

VOLUME II: APPENDICES

TABLE OF CONTENTS

	<u>PAGE</u>
APPENDIX A: ALL GOVERNMENTAL SEARCH ASSIGNMENTS	A-1
APPENDIX B: SAMPLE RECRUITMENT BROCHURE	B-1
APPENDIX C: SAMPLE CANDIDATE REPORT	C-1
APPENDIX D: RESOLUTION OF SUNNYSIDE, WA	D-1

Appendix A

*Searches by
Colin Baenziger & Associate' Staff*

Governmental Search Assignments

Performed by the Staff of Colin Baenziger & Associates

Current Searches

City Attorney, Fort Pierce, FL (population 41,590)
 City Manager, Covington, VA (population 5,802)
 City Manager, Danville, VA (population 43,000)
 City Manager, Deland, FL (population 28,237)
 City Manager, Ft. Myers, FL (population 68,190)
 City Manager, Fort Smith, AR (population 87,650)
 City Manager, Norwich, CT (population 40,500)
 City Manager, Prosser, WA (population 5,802)
 Chief of Police, Mooresville, NC (population 35,300)
 General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461)

Completed Searches in 2015

City Manager, Cocoa Beach, FL (11,200)
 City Manager, Fernandina Beach (population 11,500)
 City Manager, City of Indianola, IA (population 15,108)
 City Manager, Mill Creek, WA (18,828)
 City Manager, Normandy Park, WA (population 6,557)
 City Manager, Ocala, FL (population 56,600)
 City Manager, Orange City, FL (population 10,942)
 City Manager, Palm Bay, FL (population 105,000) City Manager, Seminole, FL
 (population 17,800)
 City Manager, Sequim, WA (population 6,700)
 Village Manager, Estero, FL (population 26,600)
 County Manager, Fulton County, GA, (partial search) (population 894,300)
 County Administrator, York County, VA (population 66,269)
 Chief Information Officer, Weston, FL (population 65,300)
 County Attorney, Fulton County, GA (population 996,319)
 County Attorney, Prince William County, VA (population 438,580)
 Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV
 (population 14,000)
 Utility Director, Danville, VA (population 43,000)
 City Engineer and Assistant City Engineer, Plant City, FL (population 36,097)
 General Services Director, Loudoun County, VA (population 349,700)
 Growth Management Director, Collier County, FL (population 328,000)
 Director, Human Resources, Hillsborough County, FL (population 1,292,000)
 Director, Human Resources, Sunrise, FL (population 88,800)
 Director, Parks, Recreation and Conservation, Hillsborough County, FL (population 1,292,000)
 Director, Performing Arts and Convention Center, Federal Way, WA (population 92,700)
 Assistant Public Works Director, Sumter County, FL (107,000)
 Division Director, Power & Light Division, Danville, VA (population 43,000)
 Water Resources Director, Asheville, NC (population 87,200)

Governmental Search Assignments (continued)

Completed Searches Prior to 2015

City/Town/Village Manager/Administrator

City Manager, Alachua, FL (population 6,200) in 2001
 City Manager, Albany, GA (population 75,600) in 2011
 City Manager, Ankeny, IA (population 45,600) in 2013
 City Manager, Ashland, KY (population 21,000) in 2013
 Village Manager, Bal Harbour, FL (population 3,300) in 2013
 City Manager, Bartow, FL (population 16,000) in 2007
 Town Manager, Bay Harbor Islands, FL (population 5,200) in 2003 and 2007
 City Manager, Bellevue, WA (population 122,400) in 2014
 Town Manager, Buckeye, AZ (population 32,000) in 2006
 City Manager, Cape Canaveral, FL (population 10,200) in 2010
 City Manager, Cape Coral, FL (population 154,300) in 2012
 City Manager, Casselberry, FL (population 25,000), in 2005
 City Manager, Chamblee, GA (population 17,000) in 2011
 City Manager, Cocoa Beach, FL (population 11,200) in 2012
 City Administrator, Connell, WA (population 4,200) in 2014
 City Manager, Cooper City, FL (population 32,000) in 2008
 City Manager, Coral Gables, FL (population 43,000) in 2009
 City Manager, Cottonwood Heights, UT (population 34,000) in 2004
 Town Manager, Cutler Bay, FL (population 35,000) in 2006
 City Manager, Dania Beach, FL (population 28,000) in 2009
 City Manager, Daytona Beach, FL (population 65,000) in 2002
 City Manager, Delray Beach, FL (population 64,100) in 2014
 City Manager, Deltona, FL (population 83,000) in 2006 and 2008
 City Manager, Destin, FL (population 12,000) in 2003 and 2011
 City Manager, Doral, FL (population 24,000), in 2004
 City Manager, Doraville, GA (population 8,500) in 2013
 Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
 City Manager, Ellensburg, WA (population 18,350) in 2014
 City Manager, Elmira, NY (population 29,200) in 2014
 City Manager, Eustis, FL (population 18,000) in 2007
 City Manager, Fayetteville, NC (population 208,000) in 2012
 City Manager, Fernandina Beach, FL (population 11,000) in 2006
 City Manager, Fife, WA (population 8,700) in 2010
 Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
 City Manager, Fort Pierce, FL (population 41,900) in 2012
 City Manager, Fruitland Park, FL (population 4,100) in 2013
 Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999 and 2005
 City Manager, Gainesville, FL (population 117,000) in 2005
 City Manager, Greensboro, NC (population 259,000) in 2009
 City Manager, Gulfport, FL (population 12,000) in 2003

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
 City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
 City Manager, Homestead, FL (population 62,000) in 2010
 Town Manager, Juno Beach, FL (population 3,600) in 2005
 Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
 City Manager, Key West, FL (population 24,600) in 2012
 Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
 Town Manager, Lantana, FL (population 9,600) in 2000
 City Manager, Lakeland, FL (population 87,000) in 2003
 City Manager, Lake Worth, FL (population 37,000) in 2003 and 2007
 City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
 City Manager, Leesburg, FL (population 20,390) in 2013
 City Manager, Madeira Beach, FL (population 12,300) in 2011
 Town Manager, Mangonia Park, FL (population 1,400) in 2001
 City Manager, Marathon, FL (population 11,500 in 2002 and 2004
 City Manager, Marco Island, FL (population 15,000) in 2008 and 2014
 City Manager, Medina, WA (population 3,000) in 2013
 City Manager, Melbourne, FL (population 72,500) in 2002 and 2012
 City Manager, Miami Gardens, FL (population 101,000) in 2004
 City Manager, Miramar, FL (population 122,000) in 2013
 City Manager, Monroe, NC (population 33,500) in 2013
 City Manager, Mount Dora, FL (population 12,000) in 2005
 City Manager, Mount Pleasant, MI (population 26,000) in 2014
 City Manager, Mountlake Terrace, WA (population 20,700) in 2014
 City Manager, Naples, FL (population 21,000) in 2003 and 2007
 City Manager, New Smyrna Beach, FL, FL (population 23,000) in 2009
 City Manager, Normandy Park, WA (population 6,335) in 2013
 City Manager, North Miami, FL (population 62,000) in 2002, 2010 and 2014
 Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
 City Manager, North Port, FL (population 55,800) in 2011
 City Manager, Oakland Park, FL (population 42,800) in 2014
 City Manager, Ocala, FL (population 52,000) in 2008
 City Manager, Orange City, FL (population 10,000) in 2010
 City Manager, Orange Park, FL (population 9,100) in 2010
 CAO, Orlando, FL (population 197,000) in 2005
 City Manager, Oviedo, FL (population 33,000) in 2008
 City Manager, Palm Bay, FL (current population 101,000) in 2002
 City Manager, Palm Coast, FL (population 71,000) in 2006
 Village Manager, Palmetto Bay, FL (population 24,000) in 2003
 City Manager, Panama City Beach, FL (population 12,018) in 2012
 Village Manager, Pinecrest, FL (population 19,300) in 2011
 City Manager, Pompano Beach, FL (population 101,000) in 2007

Governmental Search Assignments (continued)

City/Town/Village Manager/Administrator (continued)

Town Manager, Ponce Inlet, FL (population 2,500) in 2001
 City Manager, Portland, ME (population 65,000) in 2011
 City Manager, Riviera Beach, FL (population 37,000) in 2009
 City Manager, Roanoke, VA (population 96,000) in 2009
 City Manager, Sarasota, FL (population 55,000) in 2012
 City Manager, Satellite Beach, FL (population 10,100) in 2013
 City Manager, Scottsdale, AZ (population 217,400) in 2013 in 2013
 Town Manager, Sewall's Point, FL (population 2,000) in 2006
 Township Manager, Springettsbury Township, PA (population 26,700) in 2014
 City Manager, St. Pete Beach, FL (population 10,000) in 2001 and 2014
 City Manager, Stuart, FL (population 17,000) in 2006
 City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
 City Manager, Sunrise, FL (population 84,400) in 2012
 City Manager, Sunnyside, WA (population 15,860) in 2013
 Town Manager, Surfside, FL (population 6,000) in 2014
 City Manager, Tacoma, WA (population 200,000) in 2011
 City Administrator, Tavares, FL (population 11,000) in 2006
 City Manager, Titusville, FL (population 43,940) in 2014
 City Manager, Treasure Island, FL (population 7,500) in 2004
 City Manager, West Melbourne, FL (population 15,000) in 2009
 City Manager, West Park, FL (population 12,000) in 2005 and 2010
 City Manager, Winchester, VA (population 26,000) in 2014
 City Manager, Woodstock, GA (population 21,000) in 2008
 City Manager, Yakima, WA (population 91,000) in 2011 and 2012

County Administrator / Manager - Completed Searches

County Manager, Alachua County, FL (population 251,400) in 2014
 County Manager, Baker County, FL (population 27,000) in 2006
 County Administrator, Bay County, FL (population 158,000) in 2005
 County Manager, Brevard County, FL (population 536,000) in 2009
 County Administrator, Broward County, FL (population 1,800,000) in 2006
 County Administrator, Clackamas County, OR (population 383,900) in 2013
 County Administrator, Clay County, FL (population 160,000) in 2005 and 2011
 County Administrator, DeSoto County, FL (population 34,000) in 2005
 Chief Administrator, El Paso County, TX (population 827,700) in 2014
 County Administrator, Emmet County, MI (population 32,900) in 2014
 County Manager, Flagler County, FL (population 83,000) in 2007
 County Administrator, Hernando County, FL (population 172,800) in 2012
 County Administrator, Highlands County, FL (population 98,000) in 2008
 County Administrator, James City County, VA (population 69,000) in 2014
 County Manager, Lowndes County, GA (population 92,000) in 2001
 County Administrator, Martin County, FL (population 140,000) in 2005

Governmental Search Assignments (continued)

County Administrator / Manager - Completed Searches (continued)

Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
 County Administrator, Monroe County, FL (population 80,000) in 2004
 County Administrator, Nassau County, FL (population 60,000) in 2004
 County Administrator, Okaloosa County, FL (population 183,500) in 2013
 County Administrator, Okeechobee County, FL (population 39,000) in 2008
 County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
 County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
 County Manager, Seminole County, FL (population 410,000) in 2006
 County Administrator, St. Johns County, FL (population 162,000) in 2007
 County Administrator, St. Lucie County, MI (population 284,000) in 2014
 County Administrator, Sumter County, FL (population 70,000) in 2005
 County Manager, Union County, NC (population 198,600) in 2010

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
 Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
 Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
 Assistant County Administrator for Development and Infrastructure, Hillsborough County, FL
 (population 1,000,000) in 2006
 Assistant County Administrator for Human Services, Hillsborough County, FL (population
 1,000,000) in 2004
 Deputy County Administrator, Hillsborough County, FL (population 1,000,000) in 2004
 Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
 Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
 Assistant to the City Manager, Lakeland, FL (population 87,000) in 2004
 Assistant City Manager, Lake Worth, FL (population 37,000) in 2004
 Assistant County Administrator, Martin County, FL (population 140,000) in 2006
 Deputy County Manager, Polk County, FL (population 500,000) in 2006
 Assistant City Manager, Tamarac, FL (population 55,500) in 2001
 Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City Attorneys

City Attorney, Roanoke, VA (population 96,000) in 2012
 City Attorney, West Melbourne, FL (population 15,000) in 2008

Governmental Search Assignments (continued)

Completed Searches – Community Development/Growth Management/Planning

Development Services Director, Daytona Beach, FL (population 65,000) in 2005
 Planning Administrator, Daytona Beach, FL (population 65,000) in 2007
 Assistant Director of Community Development, Largo, FL (population 74,000) in 2004 and 2005
 Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
 Community Development Director, Miami, FL (population 408,000) in 2008
 Planning Director, Osceola County, FL (population 235,000) in 2005
 Director of Capital Projects, New Orleans, LA (population 323,000) in 2008
 Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012
 General Manager, North Sarasota Redevelopment District, Sarasota (population 53,000) in 2008
 Community Development Director, Safety Harbor, FL (population 18,000) in 2006
 Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
 Community Development Director, Tamarac, FL (population 55,500) in 2007
 Growth Management Manager, Wellington, FL (population 55,000) in 2009
 Housing and Community Development Director, West Palm Beach, FL (pop. 101,000) in 2007

Completed Searches – Economic Development / Redevelopment

Executive Director, Camden County (GA) Joint Development Authority (pop. 51,400) in 2014
 Economic Development Director, Charlotte County, FL (population 170,000) in 2007
 Economic Development Director, Collier County, FL (population 328,000) in 2012
 Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
 Economic Development Director, Roanoke, VA (population 96,000) in 2012
 Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
 Economic Development Director, Loudoun County, VA (population 326,000) in 2010
 Redevelopment Director, Daytona Beach, FL (population 65,000) in 2007
 Economic Development Director, St. Johns County, FL (population 162,000) in 2011
 Executive Director, Valdosta-Lowndes County Industrial Authority, GA (serving a population 92,000+) in 2006 and 2011
 Executive Director, Technological Research and Development Authority, FL (serving a statewide population) in 2006

Completed Searches – Engineers

City Engineer, Gulfport, MS (population 90,000) in 2008
 Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013
 Deputy County Engineer, Martin County, FL (population 140,000) in 2006
 Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
 County Engineer, Polk County, FL (population 500,000) in 2006
 Engineering Manager, Sumter County, FL (population 70,000) in 2005
 City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
 Staff Engineer, Wellington, FL (population 55,000) in 2009

Governmental Search Assignments (continued)

Completed Searches – Facilities Management

Lakeland Center Director, Lakeland, FL (population 87,000) in 2004
 Centroplex Director, Orlando, FL (population 197,000) in 2004
 Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Finance Director, Altus, OK (population 19,800) (background check) in 2012
 Finance Director, Danville, VA (population 43,000) in 2014
 Finance Director, Daytona Beach, FL (population 31,860) in 2012
 Finance Director, Escambia County Housing Authority (population served: 302,700) in 2014
 Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
 Chief Financial Officer, Hillsborough Area Regional Transit, FL (population 1,000,055) in 2005
 Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
 Manager, Office of Management and Budget, Lake Worth, FL (population 37,000) in 2010
 Finance Director, Lauderdale Lakes (population 32,000) in 1998
 Finance Director, Miami, FL (population 408,000) in 2013
 Treasurer, Miami, FL (population 408,000) in 2013
 Finance Director, Oregon City, OR (population 31,860) in 2012
 Chief Financial Officer, City of Orlando, FL (population 197,000) in 2005
 Controller, City of Orlando, FL (population 197,000) in 2007
 Deputy Director of Management, Budget and Accounting, Orlando, FL (pop. 197,000) in 2004
 Director of Financial Service, Clerk and Comptroller, Pasco County, FL (population 470,400)
 Budget and Financial Services Director, Polk County, FL (population 500,000) in 2006
 Finance Director, Roanoke, VA (population 99,000) in 2014
 Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
 Budget Director, St. Petersburg, FL (population 248,000) in 2009
 Finance Director, St. Petersburg, FL (population 248,000) in 2010
 Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
 Finance Director, Surfside, FL (population 5,700) in 2012
 Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
 Finance Director, West Palm Beach, FL (population 101,000) in 2007

Completed Searches – Housing/Building

Asst. to the County Admin. – Affordable Housing, Broward County, FL (pop. 1,800,000), 2004
 Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
 Building Official, Miami Beach, FL (population 91,000) in 2005
 Building Department Director, Osceola County, FL (population 235,000) in 2005
 Building Official, Jupiter Island, FL (population 580) in 2005 and 2011
 Building Official, Miami Beach, FL (population 91,000) in 2005
 Building Department Director, Osceola County, FL (population 235,000) in 2005
 Building Official, Sewall's Point, FL (population 2,000) in 2006
 Building Official, Tamarac (population 55,000) in 2008
 Housing and Community Development Director, West Palm Beach, FL (pop. 101,000), 2007

Governmental Search Assignments (continued)

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
 Human Resources Director, Cape Coral, FL (population 154,300) in 2013
 Director, Human Resources, Gainesville, FL (population 125,000) in 2014
 Director of Personnel, Fulton County, GA (population 992,000) in 2010
 Human Resources Office, Loudoun County, VA (population 326,000) in 2011
 Human Resources Administrator, Martin County, FL (population 140,000) in 2007
 Personnel Director, North Miami, FL (population 56,000) in 2001
 Human Resources Director, Osceola County, FL (population 235,000) in 2006
 Human Resources Director, Sarasota, FL (population 55,000) in 2002
 Personnel Director, Vero Beach, FL (population 17,900) in 2003
 Director, Human Resources, Roanoke, VA (population 99,000) in 2014
 Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2104

Completed Searches – Human Services

Assistant County Administrator for Human Services, Hillsborough County, FL (population 1,000,055) in 2004
 Executive Director, Juvenile Welfare Board, Pinellas County, FL (population 950,000) in 2005
 Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Completed Searches – Information Technology

Information Technology Director, Lakeland, FL (population 87,000) in 2004
 Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
 Information Services Director, Palm Beach County Tax Collector (population 1,300,000) in 2012 (partial search)

Completed Searches – Parks/Recreation/Libraries

Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,000,055) in 2004
 Director, Parks and Recreation, Hobbs, NM (population (35,000) in 2014
 District Manager, Holiday Park Recreation District (population 1,400) in 2007
 Library Services Director, St. Johns County, FL (population 162,000) in 2007
 Director, Parks and Recreation, West Palm Beach, FL (population 101,000) in 2006

Completed Searches – Public Safety

Fire Chief, Cape Coral, FL (population 154,300) in 2013
 Fire Chief, Daytona Beach, FL (population 65,000) in 2006
 Police Chief, Daytona Beach, FL (population 65,000) in 2006
 Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)
 Police Chief, Farmington, NM (population 45,900) in 2014
 Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999

Governmental Search Assignments (continued)

Completed Searches – Public Safety (continued)

Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
 Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
 Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
 Police Chief, Sewall's Point, FL (population 2,000) in 2007
 Police Chief, St. Augustine Beach, FL (population 6,200) in 2012
 Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010
 Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – Public Works

Public Works Director, Chandler, AZ (population 250,000) in 2007
 Public Works Director, Fort Lauderdale, FL (population 183,000) in 2004
 Solid Waste Director, Hillsborough County, FL (population 1,000,055) in 2005
 Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001
 Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
 Public Works Director, Polk County, FL (population 500,000) in 2005
 Director / Capital Projects Manager / City Engineer, Sunny Isles Beach, FL (population 17,000) in 2007
 Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
 Public Works Director, Tamarac, FL (population 55,500) in 2003
 Solid Waste Director, Tampa, FL (population 335,700) in 2014
 Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Transportation

Executive Director, Central Florida Expressway Authority, partial search (population 2,147,500)
 Chief Financial Officer, Hillsborough Area Regional Transit, FL (population 1,000,055) in 2005
 Executive Director, Lakeland Area Mass Transit District, FL (population 87,000) in 2005
 Director of Traffic Engineering, Polk County, FL (population 500,000) in 2002
 Executive Director, Tampa-Hillsborough County Expressway Authority, FL (population 1,000,055) in 2007

Governmental Search Assignments (continued)

Completed Searches – Utilities

Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012
 Executive Director, Escambia County Utilities Authority, FL (90,000 customers) in 2002
 Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
 Environmental Services Director, Largo, FL (population 74,000) in 2006
 Executive Director, Onslow Water & Sewer Authority (Jacksonville, NC) (pop. 160,000) in 2009
 Executive Director, Sewerage and Water Board of New Orleans (population 369,000)
 General Manager/CEO, Orlando Utilities Commission, FL (190,000 customers) in 2004
 General Manager, Tampa Bay Water (population served 2,400,000) in 2008
 Utilities Director, Lake Worth, FL (population 37,000) in 2009
 Utilities Director, Palm Bay, FL (population 101,000) in 2005
 Executive Director, Environment and Infrastructure, Pinellas County, FL (population 917,000) in 2012
 Utilities Director, Polk County, FL (population 500,000) in 2004
 Director, South Martin Regional Utilities (population 22,000) in 2013
 Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
 Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013

Completed Searches – Work Force Management

Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009
 Executive Director, South Florida Workforce, FL (service area pop. of 3,000,000+) in 2005

Completed Searches – Other

City Clerk, Lauderdale Lakes (population 32,000) in 1998
 District Manager, Sun 'n Lake Community Development District, FL, (population 5,000) in 2005
 Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
 Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009
 Executive Director, Lakewood Ranch Inter-District Authority (population 15,000) in 2011
 Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
 General Manager, Sun 'n Lake Improvement District, FL (population 7,500) in 2002
 General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
 Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998

Appendix B

Sample Brochure: City Manager Search Mountlake Terrace, WA



City Manager Position Available Apply by December 6, 2013

Welcome to Mountlake Terrace, a revitalizing community and a hidden gem in the Seattle metro area. Surrounded by the natural beauty of stately evergreen trees, rolling hills, ample parks, Lake Ballinger and beautiful mountain views, this City is poised for a bright future. Mountlake Terrace has great neighborhoods, the people are friendly and housing prices are very reasonable. The average home costs between \$250,000 and \$300,000 and a very nice home can be purchased for between \$300,000 and \$400,000. Residents are served by the Edmonds School District which is one of Washington State's finest.

Crime is low in Mountlake Terrace and the City has nine family friendly parks along with a privately-owned 18-hole golf course that is open to the public. It is home to a transit center and will have a stop on the rapid rail system. Taxes are among the lowest in Snohomish County. The City Council is progressive and has

created a road map for the future which has been incorporated in the City's Town Center Plan (approved in 2007). 74% of the residents rate their quality of life as good to excellent, 25% say it is fair and only 1% say it is poor. City services are routinely rated in the 80th percentile. And with good reason – the City's elected leadership is strong and cohesive and the City staff is excellent. They have a shared vision and the City is moving forward to implement it. All that is needed now is an outstanding City Manager to help take it to the next level!

Mountlake Terrace is located on the Interstate 5 (I-5) corridor just 15 miles north of downtown Seattle and 15 miles south of Everett. The City is home to a recently-constructed Transit Center and Freeway Station with express bus service, and light rail is on the way. These recent improvements make the commute to work, the University of Washington and

downtown Seattle entertainment venues relatively easy. Rectangular in shape, I-5 splits the City (with approximately one third of the City to the west of I-5 and two thirds to the east). The Olympic Mountains and Puget Sound lie to the west, the Cascade Mountains to the east and Mount Rainier to the southeast. It is one hour to skiing, two hours to the ocean and only three hours to Portland, Oregon or Vancouver, British Columbia. The Canadian border is less than a two-hour drive north.

While the quality of life is outstanding in the City, the area around it offers a multitude of activities. In nearby Seattle, you will find the Seattle Symphony Orchestra (which is among the nation's most recorded), the Seattle Opera and the Pacific Northwest Ballet. Sprinkled throughout Seattle are over two dozen theater venues. For those who enjoy spectator sports, the Seahawks (of the NFL), Mariners (MLB), Sounders (MLS), and Storm (WNBA) are well known – not to mention the University of Washington and its well-respected Huskies. If you would rather participate, you can find practically any activity that you are interested in locally – both for youth and adults. The community offers traditional sports such as youth football, adult and youth baseball, soccer, and basketball. In the surrounding region there is easy access to boating, hiking, fishing, hunting, skiing and a variety of other outdoor activities. A variety of shopping opportunities exist within the neighboring communities and the metro area.

The Port of Seattle offers numerous cruises with destinations along the west coast of the U.S., Canada and Alaska. The scenery is stunning and whales and other natural wildlife can often be seen. From nearby SeaTac International Airport, you can quickly get to virtually anywhere in the United States and Asia.

So if you are an exceptional professional looking for an outstanding and welcoming place to be a City Manager, you have just found the right place.

History

In the nineteenth century, the region was thickly forested. Natives crisscrossed the area to hunt, gather berries and dig roots. The thick forested land was obtained by the Puget Mill Company in 1862. By 1900, most of the land in south Snohomish

County had been logged off, so Pope & Talbot Co. (the successor entity to the Puget Mill Co.) subdivided it into 10-acre "chicken ranches." This effort was moderately successful (the larger area was known as Alderwood Manor during this time) as a few people moved into the area to raise chicken, mink and chinchilla.

An interurban rail line between Tacoma and Everett in 1910 allowed easier access. Many of those small farms failed during the Great Depression, and the railroad was abandoned in 1939. The former railroad has since become a paved pedestrian and bicycle path (the Interurban Trail) connecting Seattle with Everett via Mountlake Terrace.

A portion of the area was used by the government during World War II as a landing field. At the end of the war, the government ceased operation of the airfield. In 1949, Albert LaPierre and Jack Peterson bought the abandoned airstrip and began filling it with modest cinder-block houses. They named their development Mountlake Terrace because from some parts of the property they could see both Mount Rainier and Lake Washington, and the old runway looked a little like a terrace.



City Manager

Table I: Climate Data for Mountlake Terrace, WA

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Average High °F	47	50	54	59	65	70	76	76	71	60	51	46	60
Average Low °F	37	37	39	42	47	52	56	56	52	51	40	36	45
Precipitation Inches	5.6	3.5	3.7	2.7	1.9	1.6	0.7	0.9	1.5	3.5	6.6	5.4	37.4

Source: National Oceanic and Atmospheric Administration

By 1954, over 5,000 people lived in the area and the existing infrastructure was overwhelmed by unplanned growth - people waited a year for a party-line telephone; streets were unpaved; and household sanitation was provided by individual septic systems. The nearest police department was in Everett, 15 miles to the north. Local leaders worked hard, and residents voted 517 to 483 to incorporate Mountlake Terrace with a Council-Manager form of government in 1954.

Mountlake Terrace's population doubled between 1950 and 1960 and then nearly doubled again by 1970. Small businesses flourished in two strip-mall-type shopping centers in the middle of the area. A bustling town center formed during the early decades that included a department store, pharmacy, grocery store, dry cleaners, beauty shop, and restaurants.

Rapid growth did not continue. The Boeing Company suffered a significant business downturn (about 75% of the Everett workers lost their jobs in the 1970s); in 1979 a large mall (Alderwood) opened in adjacent Lynnwood, which drew much of the area's business away from downtown Mountlake Terrace; and in 1990 two arson-caused fires in the city center caused significant destruction.

In 2006, the City Council decided to generate economic development throughout the community by creating and implementing a Town Center Plan. The City Council worked in tandem with the community to adopt a Town Center Plan in early 2007 with the hope of revitalizing its downtown to create an economically viable city and retain a high quality of life for its residents. The Town Center planning process received the "Citizen Involvement Award" from the Washington State Chapter of the American Planning Association in 2007, and the Plan itself received the Governor's "Smart Vision Award for Comprehensive Planning" in 2009.

The Town Center Plan allows for mixed-use buildings of up to seven stories in the central block and up to five stories in surrounding blocks. The previous limit was

three stories. The Town Center is taking shape, starting with the intersection of 236th Street and 56th Avenue, where a large-scale mixed-use construction project was recently completed. A second large-scale project is now under construction, with a third breaking ground soon.

Geography

Mountlake Terrace has a total area of 4.17 square miles (of which, 4.06 is land and 0.11 is water). It lies on gently rolling hills and it is between 260 and 530 feet above sea level. The southwestern portion of the City includes Lake Ballinger Park, which offers a boat launch, a fishing pier and waterfront play. The Lake itself is located partially in Mountlake Terrace and partially in Edmonds. A nine-hole golf course owned by the City along the Lake closed in 2012 and is being transitioned to a 45-acre passive park.

Climate

Mountlake Terrace's climate is described as oceanic with mild wet winters and warm dry summers. The City has four distinct but relatively mild seasons. Average summer temperatures range from 52°F to 76°F and in the winter range from 35°F to 46°F. Table I (above) provides some additional information.

On average the City experiences approximately 200 cloudy days a year and is partly cloudy for another 90+ days. The area's reputation for rain comes from the frequency (it rains on average a little over 150 days per year) and not the total accumulated rainfall. In fact, its annual average precipitation is approximately 37 inches, less rain than what is received in New York (50 inches), Atlanta (50 inches), or Chicago (39 inches).

Commerce

Mountlake Terrace is primarily a suburban residential community. As can be seen from Table II, (located on top of page 4) the City has one large employer. Otherwise, the City's residents commute to work outside the City's boundaries or operate small business.

As previously noted, the City approved Town Center Plan will bring mixed use development into the downtown area. \$300 million in projects are already underway. The City's Main Street Revitalization

Table II: Principal Employers

Rank	Employer	Type of Business	Employees	% of All Employees
1	Premiera Blue Cross	Health/Life Insurance	2,404	36.28
2	Edmonds School District	Education	355	5.28
3	Sterling Savings Bank	Banking	165	2.49
4	City of Mountlake Terrace	Municipality	154	2.32
5	Albertsons	Grocery Store	100	1.51
6	Crazy Moose Casino	Gambling/Casino	99	1.49
7	Camelot Society	Offices	75	1.13
8	1st Security Bank	Banking	64	0.97
9	Red Dragon Casino	Gambling/Casino	64	0.97
10	QFC (Kroger)	Grocery Store	51	0.77

Source: 2012 Mountlake Terrace CAFR

Project will reconstruct the key roads in the Town Center and connect downtown to the Transit Center. Design of “Main Street” is now underway with construction planned to begin in 2015. This project is anticipated to bring 1,400 new long-term jobs to the City, and reconstructing the roadways will help set the stage for future development and private sector investment.

The Government

Mountlake Terrace is governed by a seven member Council whose members serve staggered four-year terms. The next election is in November 2015. In the November 2013 election, due to an appointment filling a vacancy, five seats were up for election. Of those, two incumbents were unopposed and the remaining three were returned to office by margins ranging from 4% to 21%. In 2011, two of three incumbents were returned to office. Many members of the current Council had prior service on the Planning Commission. The Mayor is selected from among the Council members in January of even numbered years and serves a two-year term. The current Mayor has served on the Council since 2002 and has been Mayor since 2004.

The Council meets four times a month: on the first and third Mondays for a regular meeting, and on each of the preceding Thursdays for a study session. Councilmembers are well informed, astute, cohesive, and cordial – even when they disagree. They understand their role as policy makers and are not a “yes” Council, so plan on coming to the meetings prepared. They may not agree on every issue but the discussions are considerate and respectful. They have a common vision for the City for the next 20 years and make decisions based on

that vision rather than on personal agendas. While they are fiscally conservative, they are willing to spend money to bring their vision to reality. They all think very highly of the city staff members and their abilities. The City Manager serves as the City’s Chief Executive Officer reporting to the Council and overseeing all city operations.

City services are provided through a combination of city employees, public and private contracts, and a number of partnerships to include community volunteerism and participation.

The eight City departments are: City Manager (which includes City Attorney, City Clerk, and Community Relations); Administrative Services (Finance, Human Resources and Information Technology); Police (which includes Municipal Court and Jail Services); Fire; Community and Economic Development; Public Works; Engineering Services; and Recreation & Parks.

Snohomish County Fire District No. 1 provides fire protection and emergency medical services through a contract. The City also contracts with South Snohomish County District Court for court services and with the Snohomish County Sheriff’s Office, Okanogan County Sheriff’s Office and City of Lynnwood for jail services. Snohomish County PUD delivers electric services. Community Transit and Sound Transit supply public transportation services. The Sno-Isle Library District engages City residents through its library and reference services. Edmonds School District No. 5 provides educational programs for kindergarten through high school students.

City Manager

4



5

The City's 2013-2014 budget lists 153 full-time equivalent positions and states that over the course of a year, the City employs approximately 280 people in full-time and part-time positions. These individuals range from part-time camp counselors during summer months to interns and volunteers to full-time police officers and maintenance workers. Turnover of employees is low. The largest departments are Police and Recreation & Parks, each of which have just under 40 FTEs. City employees are represented by two unions: the Teamsters for approximately 34 non-salaried employees in Public Works, Finance and Police Support Services, and the Police Guild, which covers approximately 22 officers and sergeants.

The 2013/2014 Adopted Biennial Budget amounts to \$49,150,885 in 2013 and \$48,039,220 in 2014. The General Government Budget totals \$23,967,224 in 2013 and \$24,151,734 in 2014. The City has also budgeted \$9,246,429 in capital improvements in 2013 and \$5,776,507 in 2014. The utility budgets (which consist of storm water, sewer and water) total \$15,937,233 in 2013 and \$18,110,980 in 2014 and include both a maintenance operating component and a construction component.

The principal revenue sources by percentage of budget are: charges for services (30%), property taxes (22%), utility taxes (17%), and sales taxes (10 %). The current property general tax levy is 1.936 per thousand. An additional \$.50 is levied for EMS.

The Opportunities and Challenges

Mountlake Terrace has a number of issues/opportunities, none of which are overwhelming but they will keep the next City Manager busy. The positives are the City is financially strong and has a staff that solves problems. The City has been very good at obtaining grants, is known for its ability to work with developers and has a sound plan for its downtown core. As a result, the City is getting the projects and funds it needs to revitalize the downtown. It also has good relations with Snohomish County.

The most significant challenge is making the vision for the downtown a reality. As noted, the vision is well-thought out and a great deal has been put in place already. The City has secured \$8 million of the \$12 million it needs to complete its Main Street

City Manager

Project but still needs to identify the remaining \$4 million. And the City needs to attract the right projects.

The second challenge is aging infrastructure. One of the key items is the City Hall. Currently the City is renting commercial office space. To obtain approval to construct a new building, the voters must give their approval and the necessary threshold is 60%. Three times the voters have considered a plan to build a new City Hall and it has failed. After receiving 47% the first time, the cost was reduced and a majority of voters (but not 60%) supported it. In 2012 the third vote was 124 votes short of 60%. After the first of the year, the City will regroup and develop a new plan. Additionally, it will need to consider some of its other facilities. The Recreation Pavilion has reached the end of its useful life and needs to be replaced and updated. The Police Station is too small, and this facility along with the Library need upgrades. Additionally, the underground water and sewer infrastructure is aging. One of the City Council's goals is to address aging infrastructure, and since 2008 the City has received over \$10 million in federal and state funding to accomplish this goal.

The final challenge will be replacing the prior manager. He was extremely effective and highly regarded. The next manager will have some big shoes to fill.

The Ideal Candidate

First and foremost, the City Manager will be high energy and proactive, someone who is an outstanding leader and manager. The individual will be someone who will partner with the City Council and staff to enhance and implement the community's vision. The next manager will see things as they ought to be (not as they are) and will focus on achieving the "ought to be." He/she will be a communicator and recognize the importance of spending time with the Councilmembers, staff and community – learning from them, understanding their needs, soliciting their input and helping everyone capture the vision for the future. This Council is verbal and prefers that form of communication. It also does not like to be surprised, so timely communication is important as is the unvarnished truth. It wants to be able to make informed decisions based on the facts.

The next City Manager will be a team leader/player, a progressive thinker and a doer – someone who knows not just how to maintain the city's current momentum but also how to create and seize new opportunities. At the same time the individual will be strategic and have the patience to wait until the time is right. He/she will be able to see over the horizon – thus anticipating and avoiding issues before they become problems. Results will be what drives the individual but he/she will also understand the importance of people in the process. It is vital that the next City Manager relate well, be considerate and inclusive. The next City Manager will also understand the importance of not sacrificing the long term for short term gains.

Customer service and responsiveness will be two of the individual's core values and areas where he/she will lead by example. The next City Manager will be technically savvy. Having an understanding of the media and how best to work with it will be important, but so will current technologies such as websites and social media.

In terms of management style, the individual will set the tone, provide general direction, empower and then step back. He/she will let the directors and staff members do their jobs while expecting to be kept informed. Accountability (trust but verify) will be a key element in the individual's management style. If a project is behind schedule or in need of a course



City Manager

6

correction, the individual will not be afraid of rolling up his/her sleeves and helping out. He/she will also be open-minded and encourage creativity and reasonable risk taking. The individual will understand the importance of people, of mentoring, of putting them in places where they will succeed and of being the interface between the staff and the elected body.

The individual will make good decisions and be someone who has the courage to accept and address the brutal facts. As the City Manager, he/she will understand the importance of transparency and that a negative situation does not improve with age or on its own. Rather it needs to be addressed and the sooner the better. He/she will also have the strength to do what is right for the community rather than what is popular.

Personally, he/she will be upbeat, positive, outgoing, friendly, confident and compassionate. The individual will also have broad shoulders, a backbone of steel and a great sense of humor. Ideally the next manager will have at least five years experience as a City Manager, Deputy City Manager or an Assistant City Manager. Experience with economic development, public/private partnerships, construction (including non-traditional methods such as GC/CM), and contract management is a plus. The individual is expected to have at least a Bachelor degree in business administration, public administration, urban planning or a related field.

Residency

The selected candidate is required to reside within the City limits.

Compensation

The salary range for the City Manager is \$120,000 – \$160,000. Although the Council would like to pay below the midpoint of the range, it will consider a higher salary for a more qualified candidate. Benefits are excellent.

Previous City Managers

Historically the City Manager's position has been very stable. Over the past 22 years, the City has only had three managers. The immediate past City Manager was very well regarded and resigned to accept a similar position in a larger city in the metropolitan area. The interim City Manager will not be applying.

How to Apply

E-mail your resume to Recruit34@cb-asso.com by December 6, 2013. Faxed and mailed resumes will not be considered.

Questions should be directed to Colin Baenziger of Colin Baenziger & Associates at (561) 707-3537.

The Process

Applicants will be screened between December 7th and January 8th. Finalist interviews are scheduled for January 24th and 25th with a selection shortly thereafter.

Confidentiality

Applications will be kept confidential until the finalists are approved by the City Council. At that point, it is anticipated that the names will be released to the public.

Other Important Information

The City of Mountlake Terrace embraces diversity and encourages women and minorities to apply. Further, it assures that no person shall, on the grounds of race, color, sex, age, disability or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures every effort will be made to ensure nondiscrimination in all of its programs activities, whether those programs and activities are federally funded or not.

COLIN BAENZIGER & ASSOCIATES
EXECUTIVE RECRUITING

City Manager
Mountlake Terrace, WA

Appendix C

Sample Candidate Report



Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]

TABLE OF CONTENTS

	<u>PAGE</u>
RESUME	1
CB&A INTERVIEW	5
BACKGROUND CHECKS	11
REFERENCE NOTES	13
INTERNET SEARCH	28

Christopher Morrill

Resume

Christopher Paul Morrill

201 East 52nd Street • Savannah, GA 31405 • 912-231-8711 • kpicikim@yahoo.com

Experience

Assistant City Manager, City of Savannah, GA (population: 143,000) **8/01 – Present**

Serve as assistant city manager for management & financial services, leading a full service organization with a staff of 2,600 and annual budget of over \$280 million. Represent the City on boards and committees, oversee financial, human resource and strategic planning, directly supervise 12 departments, coordinate major economic development projects, and lead special projects and analyses, including:

- Ellis Square Public/Private partnership which included 1,100 space underground public parking garage supporting a private hotel/condo/retail development, \$400 million extension of Savannah's downtown commercial/residential areas, and 4,000 acre traditional neighborhood development;
- Priority based budgeting process that involved over 100 employees in developing the 2010 city service program and budget which was reduced by over \$10 million without layoffs, delaying capital maintenance, or across the board cuts.
- Merger of City and County police departments under City management;
- Recruitment and hiring of police chief, fire chief, and assistant city manager for public development;
- Annexations that have increased the size of the City by over 19,000 acres;
- Geographically based 311 customer service/work order system;
- Civic Master Planning process which received the 2009 Charter Award from the Congress of New Urbanism and the 2009 Excellence in Government Finance Award from the Government Finance Officers Association of the United States & Canada
- Local Options Sales Tax negotiations on allocation of over \$250 million that must be shared among Chatham County, Savannah and six other municipalities; and,
- G-8 Sea Island Summit public safety and security planning for the diplomats, international press, and activists based in Savannah for the three day Summit in June 2004.

Senior Municipal Finance Advisor, Research Triangle Institute, RTP, NC **10/99 – 8/01**

Served as resident advisor on local government finance and management for the National Treasury of the Republic of South Africa. This position entailed assisting the National Treasury's chief director of Local Government with developing and implementing a new fiscal framework for municipalities, reforming municipal budgeting systems, and developing the capacity of local government finance officers and systems in post-apartheid South Africa.

Fellow, Kellogg National Leadership Program, **1997 - 2000**

One of 38 individuals chosen for this national program designed to prepare leaders for the challenges of the 21st century. Fellowship activities included studying conflict resolution and community building in Northern Ireland, South Africa, China, and Peru and studying Spanish in Granada, Spain. Also assisted a group of unemployed women in a former township area outside of Pretoria, South Africa, with developing a chicken breeding facility that was funded through a grant from the Kellogg Foundation.

Research and Budget Director, City of Savannah, GA 12/94-10/99 & 10/90-10/92

Led an eight member team in all aspects of preparing and monitoring the annual Service Program and Budget, directing analyses, and coordinating research projects. Prepared the City's five-year financial and capital plans. Coordinated federal and state lobbying efforts. Significant accomplishments during my tenure included:

- 1997 City Budget document rated "Outstanding as an Operations Guide" by the Government Finance Officers Association of the US and Canada;
- Developed long-term financial planning model that resulted in the City taking concrete steps to significantly reduce debt levels and decrease the property tax rate by over 25%; and,
- Created the City's *Incentive Budgeting System* that rewards departments that achieve performance goals and reduce expenditures.

US Peace Corps Volunteer, City of Lviv, Ukraine (population: 850,000) 12/92 - 10/94

Served as a management advisor to the Mayor of Lviv. Major accomplishment included implementing Total Quality Management (TQM) in City Administration that reduced the number of steps in the housing privatization process from 23 to 11, and increased the number of applications processed per month from 1,400 to over 4,000. This accomplishment was featured in a case study by the World Bank.

Senior Management Analyst, City of Savannah, GA 5/88 - 10/90**Senior Budget Analyst, Catawba County, NC (population: 105,000) 8/86 - 5/88****Downtown Project Manager, Lynn, MA (population: 90,000) 10/84 - 6/85****Assistant Camp Director, Elliot P. Joslin Camp Summers 1984 & 1985****Other Professional Experience**

Instructor, Government Finance Officers Association (GFOA) national courses: *Budgeting Best Practices*; *Budget Academy*; and *Capital Budgeting and Financial Planning*. International City/County Management Association (ICMA) National Audioconference: *Practical Steps to Successful 311/CRM Service Implementation*.

Presenter, GFOA Annual Conference: *Understanding Your Revenue Portfolio*, 1996; *Best Practices in Capital Planning*, 2007; *Economic Development – Marketing Your Community*, 2008; *Budgeting for Outcomes*, 2009. University of North Carolina at Chapel Hill MPA Alumni Conference: *Managing Your Programs with Limited Resources*, 2003; *Inter-generational Management*, 2005. Florida Government Finance Officers Association Conference: *Finance Director's Role in Economic Development*, 2007. Georgia Municipal Association and Georgia City/County Management Association: *Budgeting for Outcomes*, 2009.

Author, *The Savannah Story: The Road to Equity and Sustainable Community Development*, with Henry Moore in *Economic Development in American Cities: the Pursuit of an Equity Agenda*, edited by Michael J. Bennet and Robert P. Giloth, State University of New York Press, 2007, pp. 189 – 214. **Best Practices: *Ellis Square Public/Private Partnership in Savannah***, Government Finance Review, October 2006, pp. 44 – 47. **Capital Program Considerations in Challenging Times**, Government Finance Review, June 2009, with John Fishbein, pp. 8 – 13. ***The Financial Responsibilities of Local Governments*** in *Emerging Issues in Government Financing*, Thomson Reuters/Aspatore, 2009, pp. 7 – 24.

Education

- ICMA Credentialed Manager
- Master of Public Administration, The University of North Carolina, Chapel Hill, NC, May 1987
- Bachelor of Arts, College of the Holy Cross, Worcester, MA, Major: Political Science, May, 1984
- Institute for Georgia Environmental Leadership, University of Georgia Fanning Institute, 2007
- Gallup Leadership Institute, 1997
- Certificate in County Administration, North Carolina Institute of Government
- Certificate in Budgeting and Financial Planning, North Carolina Institute of Government

Service

- Government Finance Officers Association: Executive Board (2008 – present), National Standing Committee on Retirement Benefits Administration (2008 – present), National Standing Committee on Economic Development and Financial Planning (2003 – 2008), National Standing Committee on Budget and Management (1996 – 1999);
- Elected School Council representative, Charles Ellis Public Montessori Academy (2005 – 2009)
- President, Leadership Savannah Board of Directors (2007 – Present)
- Executive Board Member, United Way of the Coastal Empire (2007 – Present)
- Elected Official, Southbridge Redevelopment Authority, Southbridge, MA, (1983-1984)
- Volunteer Savannah/Chatham Citizen Advocacy (2003 – Present)
- USA Swimming Certified Stroke and Turn Judge (2008 – Present)

Christopher Morrill

CB&A Interview

Christopher Morrill

Education

Master of Public Administration, University of North Carolina
Bachelor of Arts, College of the Holy Cross

Experience

Assistant City Manager, City of Savannah, GA	2001 – Present
Senior Municipal Finance Advisor, Research Triangle Institute, RTP, NC	1999 – 2001
Research and Budget Director, City of Savannah, GA	1994 – 1999
Peace Corps Volunteer, Ukraine	1992 – 1994
City of Savannah, GA	1988 - 1992
Research and Budget Director (two years) and Senior Management Analyst (two years)	
Senior Budget Analyst, Catawba County, NC	1986 – 1988
Downtown Project Manager, Lynn, MA	1984 – 1985

Background

The population of Savannah is 143,000 people. The City has 2,600 employees and Mr. Morrill supervises 220. The total budget is \$280 million while the general fund component is \$180 million. The three most important issues that face Savannah:

- Financial impact of the recession. Revenues have declined yet the demand for services remains high;
- Citizen engagement. Citizen participation in local government, and indeed awareness of what it is doing, has declined. Governments need to find new ways to engage and inform their residents; and
- Balancing the economic development with environmental goals while maintaining a high quality of life.

Interview Comments

Mr. Morrill has been an Assistant City Manager for eight years in Savannah, GA. Although he feels no need to leave his position, he sees the City Manager position in Roanoke as an opportunity that he cannot pass up. Roanoke is a progressive community and has some of the same challenges Savannah has. He notes that over the past 20 years, Savannah has made many significant changes for the better and he wants to bring not just his skills, but what he has learned, to Roanoke. He feels he can make a difference and help Roanoke become not just a better city but a better community. From a personal point of view, it is also one of few cities Mr. Morrill would consider moving to and living in. He enjoys the mountains and would be closer to family.

Christopher Morrill

On a day to day basis, Mr. Morrill's management style is to promote collaboration. Teamwork and unity is important. He empowers his staff to accomplish their goals but provides the guidance to be successful. He is not a micromanager but gives his staff both the responsibility to get the job done but also the authority. Accountability is important as well. In times of crisis, Mr. Morrill will take full command and make the decisions that are necessary. He has a good understanding of when it is appropriate to guide and when he must lead.

Employees who have worked with Mr. Morrill would say he is enjoyable to work with and is a good mentor. He guides his staff and helps them develop. As they set priorities together, he is there to give them the resources and support they need. They would also note that it is not just business. He has a good sense of humor and attempts to make the workplace pleasant. Finally, he feels it is important to celebrate their successes.

The elected officials would say Mr. Morrill is a strong leader. He is proactive, assesses problems quickly and resolves them. He is a good manager and a team player. With the downturn of the economy, Mr. Morrill has taken more of a leadership role. Everyone recognizes that finance is one of his specialties and they tend to lean towards him for advice. He closely monitors the budget and keeps the elected officials well informed of the City's financial status.

Mr. Morrill's greatest strength is in financial planning. He has a strong finance background and is well experienced with budgets. In fact, he served as a resident advisor to the National Treasury of South Africa for about two years. He knows how to build a strong management and financial team. He enjoys learning, tackling new problems and resolving issues. He listens to people so he can understand their issues and learn from them. He is patient and sympathetic.

In terms of weakness, Mr. Morrill recognizes he focuses more on the big picture than the details. To combat this, he surrounds himself with good people who are detail oriented. By doing this, they help him see the details. It also allows him the freedom to pursue the projects and efforts that he and the City Manager feel will lead to improving Savannah.

Mr. Morrill's biggest achievement has been a recent budgeting change in Savannah. Specifically he introduced a new budgeting philosophy called Budgeting for Outcomes to the staff and the City County. He had learned about the approach at a government finance conference in 2007 and thought it would be particularly appropriate in difficult financial times. The idea is to allocate funding to those services that are a priority to the residents instead of focusing on cuts in each department. As such, the City focuses on funding the services with the greatest positive outcomes. It took some effort but he has now educated the staff and Council. Everyone has embraced the idea and last January the Council set the City's seven priorities for the next year. Then teams were created to address the priority teams. In all it involved 70 employees from different departments serving on seven teams. These teams have researched best practices from across the nation and followed examples in Washington and Iowa where the same philosophy has been implemented. They are ninety percent the way through the conversion. The result has been that they have found ways to maintain the core services and reduce costs. The effort has also lead to an increased level of collaboration within the government and in sharing services.

Christopher Morrill

The teams will make a presentation to the Council on November 30th where they will report their progress.

When asked about mistakes, Mr. Morrill spoke of an area just outside of downtown Savannah that was to be developed as a public park and for some other uses. It was a great project that would have had a very positive impact on the neighborhoods in the area. However, the City did not do the leg work upfront to keep the neighborhoods apprised of the nature of the project nor the benefits that would result from the project. As a result, the residents fought the project and it was cancelled. He learned the importance of involving the community early on in a project so they are informed, supportive and can provide input to make the project better. The City missed an opportunity to develop a great area because it assumed the community would support it. The central lesson was, “Do not assume the community members will see and embrace the vision of a project if you do not spend the time educating them.”

As the City has changed to Budgeting for Outcomes, it has provided a new way of measuring the performance of the organization. They are able to compare their outcome with other cities across America. Funding is provided to those services that have had clear outcomes of meeting priorities. Mr. Morrill still monitors the individual performance of each employee. At the year’s beginning, he discusses their strengths and weaknesses with them and makes a plan to accomplish their goals for the year. Their progress is checked periodically and another formal meeting is conducted at midyear.

When asked about terminating employment, Mr. Morrill noted he has terminated the employment of several employees during his career. He tries to work with those who have performance issues through coaching and mentoring. Sometimes no improvements can be made. The person is simply in the wrong job from the point of view of skills or personality. It is hard to let people go under these circumstances but it has to be done. Ideally you can find a position in the organization that does suit the individual but that is not always a possibility. Those employees who misuse their privileges or break the law are very easy to let go. On one occasion he had to fire an individual in the parks department who was misusing public funds.

Mr. Morrill sees the challenges facing the next Roanoke City Manager as:

- Encouraging economic development that is a good fit with the community;
- Finding ways to help the poor climb out of poverty rate;
- Working with the school board to improve the City’s schools;
- Working with the community to improve the neighborhoods; and
- Addressing code enforcement issues.

If given the opportunity to serve as the next Roanoke City Manager, Mr. Morrill would spend his first six months doing the following:

- Examining City’s issues;
- Learning the history of the City and its neighborhoods;
- Listening to the Council Members’ goals and vision;

Christopher Morrill

- Familiarizing himself with staff's strengths and weaknesses; and
- Assessing the City's financial position. Getting a proposed budget together quickly for the 2010 – 2011 fiscal year will be a priority.

Mr. Morrill feels the new manager must be out in the community and transparent if he/she is to earn the trust of the community. When things are wrong, one must acknowledge that. They also need to be fixed without, to the extent possible, assigning blame. Citizens respect honesty. Also, good citizen engagement helps the residents feel they have a voice in the community. Mr. Morrill mentioned a citizens' academy that Savannah offered. It was an eight week course that focused on the different departments of the city government. He felt after this program the citizens had a better understanding and respect for the city government. They could see all the work that went into maintaining the City and the service the staff rendered in their behalf.

Mr. Morrill has a good relationship with the media. In his current position as Assistant City Manager, he is not in the media much. However, when needed, he has stepped in for the City Manager. He has worked with both television and print. He understands the media play an important role. He is honest and straightforward with his answers.

In his leisure time, Mr. Morrill enjoys being with his family, reading, biking, hiking and swimming. On occasion he has been a judge at swim meets.

Reason for Wanting to Leave Current Position:

Mr. Morrill is happy where he is but would like the opportunity to become a City Manager. He is in the peak years of his career and is ready to lead an organization. He has had the opportunity to work for and be mentored by an outstanding City Manager. He has also participated in the rebirth of Savannah. He wants to put what he has learned into practice in Roanoke. He just feels it is a great community, a community that has not realized its potential and a community he wants to live and work in.

Most Recent Base Salary

\$150,000 base salary

Adjectives or phrases Mr. Morrill used to describe himself:

- Enjoys working with people,
- Visionary,
- Progressive,
- Good sense of humor,
- Values relationships, and
- Builds consensus.

Christopher Morrill

Interviewer's Impressions

Energetic, experienced, competent, congenial, and straightforward. Intelligent and creative with a good sense of humor. Has an easy laugh and ready to be a City Manager.

Interviewed by:

Tiffany Gremmert
Colin Baenziger & Associates

Christopher Morrill

Background Checks

Background Check Summary for Christopher P. Morrill

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Chatham County, GA	No Records Found
Durham County, NC	No Records Found
State	
Georgia	No Records Found
North Carolina	No Records Found

Civil Records Checks:

County	
Chatham County, GA	No Records Found
Durham County, NC	No Records Found
Federal	
Georgia	No Records Found
North Carolina	No Records Found

Motor Vehicle

Georgia	No Records Found
---------	------------------

Credit

Excellent

Bankruptcy

No Records Found

Education

Confirmed

Employment

Confirmed

Christopher Morrill

Reference Notes

Reference Notes

Christopher Morrill

Michael Brown, City Manager, City of Savannah, GA, (912) 658-3523

Mr. Brown hired Mr. Morrill in 1988. He recognized his strong skill set and wanted him to be a part of his management team. When Mr. Morrill went overseas to perform international services, Mr. Brown thought so highly of him that he held positions open for him. He simply wanted him back and on his team.

Mr. Morrill is a very skilled manager and a remarkable person. He combines precise analytical skills with an upbeat and optimistic personality. He is diplomatic with those he serves and considerate to their wants and needs. Mr. Morrill's background makes him a strong candidate. He was in the Peace Corp for two years in Ukraine. He also spent time in Northern Ireland, Peru, and South Africa with the Kellogg National Leadership Program. He wrote a local government finance law for South Africa cities and modeled it after what local governments do in the United States.

Mr. Morrill has led many redevelopment projects in Savannah. The redevelopment of Ellis Square is a recent one and involved redeveloping one of Savannah's squares that was first established in the 1700's. At some point, the square had been turned into a parking lot. Mr. Morrill noted that the lease was expiring and suggested the City redevelop the area as community square. He took the lead on the project and coordinated with developers and city groups. He also oversaw the financing of the project. The new community square is a huge success and is surrounded by shops and restaurants, and includes an underground parking structure.

Another project Mr. Morrill headed was Savannah River Landing, a fifty-four acre undeveloped tract adjacent to the historic downtown. Mr. Morrill coordinated with the developers to include an expansion of the river walk, retail stores, two hotels, single family homes, restaurants, and office buildings. He was the manager of the public part of the project. He forecast the cost of the necessary infrastructure, worked with the developers, rallied the support of the County and schools, and also sold the tax allocation district proposal to the voters. The project is underway and is much anticipated by the community.

Mr. Morrill listens well and is able to identify the essence of what someone is trying to say. He is a good communicator. He also is empathetic and patient. Often the City Council prefers to speak with him rather than the City Manager. He is easier to talk to and knows how to hold his ground. He is a good public speaker. He took a private sector speaker training course that monitored, criticized and improved his speaking skills. He is comfortable presenting.

Mr. Brown, as the City Manager, spends most of his time working with the Council to keep their interests on track. They are often difficult and demanding. He is not able to do much of what he used to do as City Manager. The Metro Police Department also demands much of his time and attention. As a result, he has turned over much of the day-to-day management of the City to Mr. Morrill. That includes projects, budgeting, pension plan changes, and policy initiatives. Although, Mr. Morrill has not officially held the title of City Manager, in reality he has had more

Reference Notes

Christopher Morrill

experience in urban city management than some City Managers in other cities. He has dealt with a high poverty rate, a large area of public housing, and many inner city problems.

Mr. Morrill is an ICMA (International City/County Management Association) Credentialed Manager. Through the ICMA he worked with an area in Indonesia to develop their tourism and the historical preservation of the Sultan's Water Palace Complex. This effort was to preserve and restore 50 acres of historic land. He helped the City get grant funding to restore the area. He also helped them write the first historical preservation ordinance. Along with the restoration of the Water Palace, a beautiful shopping corridor was created. Working with the largely Muslim country of Indonesia has educated Mr. Morrill. He was able to associate with the U.S. Ambassador to Indonesia and experience governmental processes in another country.

Again, even though Mr. Morrill does not hold the official title of City Manager, he has the experience and skill set to take this position. Mr. Brown highly recommended him although it would be a huge loss to him personally and to Savannah to have Mr. Morrill leave.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Strong family man,
- Diplomatic,
- Considerate,
- Articulate,
- Humble,
- Well traveled,
- Bright, and
- Optimistic.

Strengths: Analytical skills, financial ability and diverse experience.

Weaknesses: None identified.

Lise Sundrla – Executive Director, Savannah Development and Renewal Authority, Savannah, GA – (912) 651-6973

Ms. Sundrla has known Mr. Morrill since 2001. They have worked as colleagues. The Savannah Development and Renewal Authority is not a city department. As a separate entity they have coordinated economic development in the downtown area of Savannah.

Mr. Morrill has been a critical component for much of the redevelopment in downtown Savannah. He has engaged the City and partnered with other agencies. He was integral to the planning efforts of Ellis Square. This area had been a historical square but was developed into a parking lot. He spent several years cobbling together the funding to restore the area to its original purpose of a public space. An underground parking lot was constructed along with several shops, restaurants and businesses. He was a guide and a mentor to the developers and to

Reference Notes

Christopher Morrill

the Renewal Authority on several issues and concerns regarding the project. He also spent many hours working with the Council to gain its support.

Mr. Morrill created strategic goals to focus on revitalizing the Martin Luther King corridor, once a premier historical African American neighborhood bustling with life. The placement of an overpass on I-16 stunted the growth of the area and limited the access to other areas. He has pressed for the overpass to be removed. By doing so, our lost street connections and nine acres of developable land would be reclaimed. He has negotiated local option sales tax and capital improvement dollars to fund the project. He coordinated the efforts of the City, the Renewal Authority and other private entities to stimulate the integral corridor. Already, a full size grocery store has opened in the area.

Another major project Mr. Morrill has orchestrated was Savannah Landing located in eastern downtown Savannah. The area has been underdeveloped since 1909. He secured the funds and involved the necessary agencies. The development links and compliments the historic downtown area. It also opens up connections to six lost streets and expanded the river walk 2,000 feet. Public squares were donated back to the City. Mr. Morrill petitioned for the first tax allocation to be used to support the economic development of the area.

Oddly, when it is time to make a presentation to the City Council, the person who is best is Mr. Morrill. They often try to do things that are not in the best interest of the City. They rely on Mr. Morrill to give them honest criticism and advice. He can speak on their level.

Ms. Sundrla trusts Mr. Morrill implicitly, which she considers a bold statement. She has approached him with personal and political issues. He has offered guidance and solutions to support her efforts. He is gifted with people. He respects others and in turn is well respected. He has excellent communication skills and is an attentive listener.

Mr. Morrill would be a fine choice for City Manager. He is well qualified. He has the skills and the character to lead.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Reliable partner,
- Thorough planner,
- Engaging,
- Mentor,
- Respected, and
- Gifted with people.

Strengths: Team building, vision, people skills, and communication skills.

Weaknesses: None identified.

Reference Notes

Christopher Morrill

Lester B. Johnson III – Assistant City Attorney, City of Savannah, GA – (912) 238-5100

Mr. Johnson has known Mr. Morrill since 2001. Mr. Morrill has a fine personality and a calm demeanor. He has a good rapport with the citizens of Savannah. He also has a good working relationship with his staff and with the elected officials.

Mr. Morrill oversees the financial and budget concerns. He keeps a meticulous budget. One of the results is that the City has not needed to use any of its reserves since Mr. Morrill became the Assistant City Manager. As another of his responsibilities, he oversees the Recorder's Court. He makes sure the Court is making more money than the operating budget. He has worked closely with Mr. Johnson to find ways for the Court and the Judge to be more efficient.

Mr. Morrill also oversees all problems with ordinance violations. One of the trickier situations involved the some wealthy and very powerful residents of an historic district and the Savannah College of Art and Design. The neighbors were not happy about having the School in their neighborhood and complained it violated the parking ordinance. The ordinance required that a certain number of off street parking spaces per building were required if the building was to be used and the school did not have enough spaces. Mr. Morrill investigated every building in the area and the school was not the only building without enough parking spaces. To preserve the historic district, satellite parking lots were developed. Students were shuttled from them to the school buildings. Mr. Morrill communicated frequently with the neighbors and calmed their concerns. He demonstrated to them the financial importance the school to the City and how it brought millions of dollars to the community every year. He showed them that it was vital that they worked together. He was a good mediator between these two strong willed entities and was able to find a reasonable compromise.

Mr. Morrill is well respected by the public. He often speaks in town meetings regarding the financial state of projects. A major project was underway to solve the City's drainage issues. He spoke often in the town meetings explaining the project's finances. Many citizens were concerned the funds would run out before it was completed. Mr. Morrill explained in clear terms the financial condition of the project and the status of the contingency funds. He responded well to the large crowd, spoke in simple terms and reassured them that the money was there to complete the effort.

Mr. Morrill is designated to take over the City Manager's position when he is absent. He is also on call for every Council meeting to answer any questions or provide any financial information.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Strong family man,
- Competent individual,
- Calm demeanor,
- Good rapport with others,
- Easy personality, and
- Responsible.

Reference Notes

Christopher Morrill

Strengths: Financial skills, problem solving skills, and building relationships.

Weaknesses: None identified.

Kenneth Sadler – Former Alderman, City of Savannah, GA (912) 661-0484

Mr. Sadler has known Mr. Morrill since 2000. Mr. Sadler was an Alderman for four years.

Mr. Morrill is bright and well educated. Even though finance had been his primary background, he has developed skills in other fields through his position as Assistant City Manager. He is a good leader and provides strength to his staff. Many of them lean on his expertise and ask for his advice. He mentors his staff and helps them grow.

Mr. Morrill's primary skills are in finance and planning. He knows how to maintain the long term financial health of the City and has helped it weather the financial downturn. He did so through sound financial practices and thorough planning. He actually anticipated the financial problems and adequately prepared the City for them. He understands how to spend money responsibly and which services are capable of producing revenue.

Mr. Morrill has a good relationship with each member of Council. He is responsive to their requests. They are willing to delegate to him because he follows up on projects and keeps them informed. He is straightforward and easy to talk to. Frequently Mr. Morrill has been easier to contact and work with than the City Manager.

Mr. Morrill focuses on people. Whether it is a Councilman or a citizen of the community, he will take time to listen to the issues they raise and look for a solution. He has an optimistic demeanor that puts people at ease. He has a good grasp of city issues and a sensitivity to their importance.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Smart,
- Capable,
- Good planner,
- Strong financial background,
- Understands communities, and
- Relates well with people.

Strengths: Organization skills and financial background.

Weaknesses: None identified

Reference Notes

Christopher Morrill

Carol Bell – Central Services Director, City of Savannah, GA (912) 651-6401

Ms. Bell has known Mr. Morrill since 1994. They were colleagues when he was Budget Director and she now reports directly to him in his position as the Assistant City Manager.

Mr. Morrill is a dedicated public servant. He focuses on serving the people and is often a voice for the underprivileged. He volunteers his time to support agencies which help needy citizens. The City has benefited from his strong financial background. He has improved the financial operations by utilizing his analytical skills and thinking beyond the norm. Mr. Morrill is a member of the Government Finance Officers Association (GFOA), has written finance articles and taught classes for the Association.

Mr. Morrill is people oriented. He develops good relationships with entities outside the city government. He makes time to speak with residents and is well respected by them. He is an excellent communicator who can take technically complex issues and easily explain them to the common citizen.

Mr. Morrill has been a fantastic liaison between the City and the County helping facilitate the merger of police departments. Both agencies had their own police departments and had been policing much of the same territory which was not very cost efficient. In 2003, it was decided to formally merge the departments within a year. The merger was complex and Mr. Morrill was a major factor in its success. He focused on the commonalities and the benefits this partnership would provide for the citizens. The two separate departments combined to become the Savannah-Chatham Metropolitan Police in 2005.

Mr. Morrill is team oriented. He has been able to break down barriers, form unlikely partnerships and is creative. An example is a budgeting strategy he introduced to the City called Budgeting for Outcomes. Each department's budget is evaluated and projections are made based on priorities and results. Priorities were established by Council and Mr. Morrill then created seven results teams. Each team consisted of a broad base of global thinkers along with an expert member. For instance, the public safety team might have a member of the Fire Department or Police Department as an expert member. However, the team could also have members from Parks and Recreation, or Social Services. The result has been to bring the departments and their staff members together to accomplish the common goal of cutting costs and carrying out the elected officials' goals.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Analytical,
- Encouraging,
- An advocate for the underprivileged,
- Involved,
- Experienced, and
- Knowledgeable.

Reference Notes

Christopher Morrill

Strengths: Dedication to serving the public. Strong background and experience in local government. Excellent people skills.

Weaknesses: None identified.

Jim Burgess - Mayor, City of Social Circle, GA (770) 464-3366

Mr. Burgess has known Mr. Morrill since 1996. He works as a lobbyist for the City of Savannah and is also the Mayor of a small town in Georgia.

As Mr. Burgess lobbies on behalf of Savannah to State Legislature, he relies on Mr. Morrill to provide him with pertinent financial information. Mr. Morrill gives him impact research and analysis reports related to specific pieces of legislation. He creates slides, charts, and graphs for Mr. Burgess to present to the State. He is quick to respond to Mr. Burgess' needs and provides him with thorough information.

Mr. Morrill is bright and well educated. His staff members have a high regard for him and value his high morals. He has strong people skills and is not overbearing. He is very easy to work with because of his first-rate personality.

Mr. Morrill has a good relationship with the governing body. He is very astute about political relationships. They may often disagree, but Mr. Morrill knows when to push and when he must submit. The Council can sometimes be more involved in day to day operations than they should. Mr. Morrill has successfully managed working with this group of individuals.

Mr. Morrill has worked on several successful projects in the community. He focused on cleaning up certain rundown areas and providing renewal in low income communities. One downtown renewal project included a parking facility, the expansion of the river walk, and added retail space. His financial acumen has been a big asset in making these projects successful.

Mr. Morrill has worked under a superb City Manager. He has been fully exposed to his skills and learned much from emulating them. He has academic training and has managed a diverse city. Advancing to City Manager would be an ideal step for him, and the timing is right.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Good personality,
- Strong academically,
- Not overbearing,
- High morals,
- Bright, and
- Quick to respond.

Reference Notes

Christopher Morrill

Strengths: People skills.

Weaknesses: None identified.

Dick Evans - CFO, City of Savannah, GA (912) 651-6440

Mr. Evans has known Mr. Morrill since 2001. They have worked together monitoring the finances of the City. Mr. Morrill has a strong background in budgeting and knows how to balance a budget. He is very precise and concerned with numbers.

Mr. Morrill is very good at keeping others informed. He is open, clear, and direct in his communications. He knows how to word financial reports in ways that are understandable to anyone. He is a good consensus builder. He welcomes the input of his staff, keeps them informed,. He then creates the appropriate solution to the problem.

Mr. Morrill pitched the idea of a new budgeting process to the City. It is called Budgeting for Outcomes. He authored this process of establishing priorities first, then budgeting to finance the services which address those priorities. This new process has had the added bonus of organizing all departments to work toward a common goal.

Mr. Morrill developed good relationships with other entities outside the city government including the Chamber of Commerce, the historic community, developers, and other organizations. He represents the City well and has high standards.

Mr. Morrill would make a very good City Manager.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Methodical,
- Personable,
- Analytical,
- Technically strong,
- Competent, and
- Works well with people.

Strengths: Financial skills.

Weaknesses: None identified.

Reference Notes

Christopher Morrill

Chris Miller – Creative Economy Consultant, Savannah, GA (912) 484-7192

Mr. Miller is a resident of Savannah and an entrepreneur. He has known Mr. Morrill since 2001. Mr. Morrill has proven a tremendous support and vital contact for Mr. Miller. He helps facilitate Mr. Miller's efforts by being accessible and getting involved in his projects. Mr. Morrill returns calls and follows up. He is open to new ideas and is supportive whenever he feels it will benefit the community. He focuses on results, not on politics. He takes on a role beyond simply handling the paperwork. He sees the whole community as a team. He uses his influence in the government to help outside projects succeed, projects that benefit the community. He understands that, if he helps outside agencies better the community then the pressure on the City to provide these services or changes will lessen or, alternatively, there will be more money to pay for the services.

Mr. Morrill is very patient. He has a pleasant approach to handling difficult situations. Whenever issues become politically charged, he is able to calm the waters, allowing the real issues to become clear. He listens willingly and is open to reconsideration of any preconceived ideas. His goal is to align the community so it can be the best it can be.

At times, Mr. Morrill has had to work with people who do not have the best interests of the City in mind. The options in dealing with such people are either: refuse to work with them, or work with them and realign their interests. Mr. Morrill has been a very positive influence and has a talent for turning negative intent into positive results.

As an example, the Savannah River landing is a 100 million dollar project proposed for the development of 54 acres in the downtown area. The developer had planned to create a gated community of single family homes. Mr. Morrill recognized the importance of developing this area. However, he did not feel a gated community would adhere to the historical sense of the area, nor would it be the best use of the land. He was able to convince the developer to make changes which would benefit them and the City. The project now consists of a 5-star hotel and spa, several luxury condominium towers, 17 single family riverfront homes, 11 blocks of single family town homes, retail stores, restaurants, art galleries and office buildings. Also, the public squares were donated back to the City. Both the developers and the City will greatly benefit from this project, which is currently under construction.

Mr. Miller knows of a major developer out of Atlanta who has taken a special interest in Savannah. He expressed to Mr. Miller that he has chosen Savannah primarily because Mr. Morrill has always been willing to talk to him about his investments. He returns his calls and helps him solve his problems. Encouraged by his interactions with Mr. Morrill, the gentleman will keep investing in the region.

Mr. Morrill deserves the opportunity to move up from his current position as an Assistant City Manager. He needs the freedom to bring about good things. It will be a large loss for the City of Savannah if he is chosen by another municipality, but he will make an excellent City Manager.

Reference Notes

Christopher Morrill

Adjectives or Phrases Used to Describe Mr. Morrill:

- Knowledgeable,
- Resourceful,
- Efficient,
- Possessing integrity,
- Professional, and
- Timely.

Strengths: Ability to work with outside agencies and create cohesion.

Weaknesses: None identified.

Beth Robinson, Human Resources Director, City of Savannah, GA, (912) 651-6925

Ms. Robinson has worked with Mr. Morrill since 1995 and reports directly to him.

Mr. Morrill's strength is in finance. He is well respected and has been nationally recognized for his work by the Government Finance Officers Association (GFOA). He has also been a member of various committees in the financial community. Although finance is his specialty, he has shown himself able to learn skills in many areas and to contribute in those areas.

Mr. Morrill is a team player. Rather than receive all the credit, he wants to see his whole team be praised for their efforts. He values his staff and their talents. As a manager he knows how to help redirect those who are not team players so they learn to collaborate. He is sincere, concerned, and involved. He is a visionary. He can see where the City needs to go and how to get there.

One of the most significant changes Mr. Morrill has made is called Budgeting for Outcomes. He has been the driving force and visionary behind this new method of doing business. It has taught the City to look at its services from the citizens' perspective and understand what services they value. Mr. Morrill has also set up the priority teams. He chose individuals whose vision went beyond their immediate area. He was very successful in identifying their strengths and values. He ensured the teams were a truly representative of all citizens: young and old, male and female, African American and Caucasian. The new budgeting process helped bridge a 15 million dollar shortfall.

Customer service is important to Mr. Morrill. He focuses his team's efforts on providing good service and lives up to that expectation himself. He does not use his position as Assistant City Manager to avoid serving individuals. He takes time to speak with citizens and to help them. He does not like conflict, but knows how to deal with it. He handles problems head on.

Mr. Morrill is a good presenter. He is comfortable in front of employees, citizens, and the Board.

Reference Notes Christopher Morrill

Adjectives or Phrases Used to Describe Mr. Morrill:

- Sincere,
- Involved in the community,
- Professional,
- Articulate,
- Genuine, and
- Earnest.

Strengths: Team building, vision, and good management skills.

Weaknesses: None identified.

Jenny Payne, Management Services Coordinator, City of Savannah, GA, (912) 651-6420

Ms. Payne has known Mr. Morrill since 2005. She reports directly to him. He has been a strong leader and is the heart of the organization. He allows his employees to grow without boundaries. He trusts them and encourages them to do their work. He creates an environment in which the staff want to work hard for him and produce their best work. He is a very qualified individual and often acts as the City Manager when that person is absent.

When making a decision Mr. Morrill collaborates with his team to make the best decision for the community. The results may not always be successful based on some traditional measures of achievement, but they do represent the best interests of the whole community. That is his focus.

The City Council respects Mr. Morrill. They seem to respond to him better than they do the City Manager. Mr. Morrill speaks to each of them using their proper title. He understands they are the most important decision making body in the community so he addresses them professionally and with respect.

Mr. Morrill is very responsive. He quickly returns phone calls. He spends time with residents, often listening to their issues when the problem could possibly be handled by someone else. He is sensitive and in tune. When holding a discussion with someone, he will get up away from his desk to sit at a table, without his phone or Blackberry, so they can talk without distractions.

Mr. Morrill often plays the role of mediator. In one instance, some time ago, the Economic Development Authority was having an awards ceremony in a public place. Savannah Gay Pride group was also in the area handing out flyers. Police who were monitoring the ceremony asked the group to leave. Mr. Morrill was called regarding the situation. Although the Police Chief should have been the one to handle the situation, Mr. Morrill understood the political sensitivity needed. He met with the group and the Police Chief to explain and monitor the discussion. He helped the group understand that the police would have asked any group to leave the venue had the situation been reversed. The request of the Police was meant as an attack against their

Reference Notes

Christopher Morrill

specific group. He was successful in calming this group. He even arranged for the Economic Development Authority to follow up with the group and express its regrets.

As explained in earlier references, Ms. Payne mentioned his implementation of Budgeting for Outcomes. This new program has led to collaboration across departments. Another project Mr. Morrill facilitated was a 54 acre development of land adjacent to the historical downtown district. As also previously noted, the owners of the land had wanted to create a gated community. Mr. Morrill was able to convince them that sort of development would not be the best use of the property or nor would it be fit well with the historic downtown area. Together they came up with a plan to develop the area for mixed use, including single family homes, the extension of the river walk, retail spaces, and public squares. A tax allocation district was created, and forty percent of the land was donated back to the community. The owners of the property are very happy with the plan and how it will best meet the needs of the community. The project is in development now. The Master Planning for this project received the 2009 Charter Award from the Congress of New Urbanism and the 2009 Excellence in Government Finance Award from the Government Finance Officers Association of the United States and Canada.

Mr. Morrill has been the Chair for the Leadership Savannah Board of Directors since 2007. Leadership Savannah is an organization that sponsors community leadership, networking, and training. Each year a group of thirty people is selected to participate through an application process. The group reflects the diversity of the community and consists of people from every sector. Mr. Morrill is well respected in this arena. He makes it a priority to participate in their events.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Leader,
- Encouraging,
- Team player,
- Genuine,
- In tune with people, and
- The heart of the organization.

Strengths: Leadership skills and people skills.

Weaknesses: None identified.

Robert “Bob” Bartolotta, City Manager, City of Sarasota, FL, (941) 954-4109

Mr. Bartolotta has known Mr. Morrill since 1989. He was the Assistant City Manager in Savannah when Mr. Morrill was the Senior Management Analyst to his office.

Reference Notes

Christopher Morrill

The City has greatly benefited from Mr. Morrill's financial skills. He negotiated a Local Options Sales Tax shares for Savannah along with those of Chatham County, and six other municipalities. He has devised employee incentives measured by productivity, and authored a bonus plan. He is an excellent writer and has published several articles regarding finance. He is a dedicated worker.

Mr. Morrill knows how to simplify complex issues. He can diffuse a heated situation through his patience and calm demeanor. He has a strong moral compass and stands firm in what he believes. He is an advocate for customer service. He has provided training to his staff in customer service. He listens to citizens' complaints and will work with them to solve their problem. He follows up with each citizen to check on the progress of the solution.

Mr. Morrill's communication skills are excellent. He is very talented at talking people through issues and building consensus. He has a excellent vision of the big picture and how to coordinate the efforts of his team.

Mr. Morrill is well prepared to be a City Manger. He manages eleven department heads including Budget, Audit, and Information Systems. He interacts with the Council every day and is well respected by them. He has excellent people skills.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Visionary,
- Consensus builder,
- Focused on people,
- Hard worker,
- Ethical, and
- Excellent writer.

Strengths: Diplomatic skills, people skills, vision, and customer service oriented.

Weaknesses: None identified.

Gregg Schroeder, President, United Way, Savannah, GA, (912) 308-3810

Mr. Schroeder has known Mr. Morrill since 2002. Mr. Morrill is an active member of the United Way Board of Directors. He is very enjoyable to work with because he has a genuine personality.

Mr. Morrill has been a good partner to the United Way. He has been a key player in the success of several projects. One such project involved addressing the need for quality early childhood education. Savannah has a high drop out rate. To combat the problem, the United Way wanted to create a positive educational path for young children through use of a child care center.

Reference Notes

Christopher Morrill

The community did not have one. United Way teamed up with a local construction equipment company, JCB Inc. to develop a nationally accredited child care center. Mr. Morrill joined with them as a City representative. JCB and United Way provided the funding for the project, and the City provided the infrastructure for the center. Mr. Morrill shared the same vision as the United Way and used his resources and talents to bring their projects to successful completion.

Mr. Morrill is a key person in the city government. Often staff or citizens will approach him rather than the City Manager. He takes anyone's call and listens sincerely. He is very likable and easy to work with. He has masterminded the financial stability of the City. His implementation of the Budgeting for Outcomes method has been a great success.

In town hall meetings, Mr. Morrill is very good on his feet. He treats others with dignity and respect. He patiently listens to their complaints. Even when Mr. Morrill has to bring bad news to neighborhood associations, he is able to explain the reasons in a manner that helps them understand. He has good rapport with the general public because he responds to their needs.

Mr. Morrill is experienced and well qualified to be a City manager. He is a hard worker and a positive person to be around.

Adjectives or Phrases Used to Describe Mr. Morrill:

- Thorough,
- Accomplished,
- Outcomes focused,
- People oriented,
- Optimistic, and
- Realistic.

Strengths: Team player, vision and dedication to serving the community.

Weaknesses: None identified.

Prepared by: Tiffany Gremmert
Colin Baenziger & Associates

Christopher Morrill

Internet Research

Savannah Morning News (GA)

November 6, 2009

ENMARK, CITY TO TRY FOR COMPROMISE

Author: *LESLEY CONN*

A rezoning request for a planned Enmark station is being delayed two weeks so city officials and Enmark representatives can try to develop a compromise to appease residents dead-set against the station. Poplar Place residents are worried the rezoning will allow Enmark to build a convenience store and pumps at White Bluff Road and Hampstead Avenue, which will further push commercial development into their residential neighborhood.

Several City Council members at Thursday's meeting expressed their support for Enmark, which has promised to build a store that would use subdued colors, low signage and other design elements to better blend with the residential neighborhood. Alderwoman Edna Jackson said she disagreed with City Manager Michael Brown's initial recommendation to deny the rezoning. "That corner has been an eyesore for years," she said. "Anything would be better."

Aldermen Tony Thomas, Van Johnson and Jeff Felser concurred. As council members debated the rezoning, Alderman Clifton Jones repeated and expanded on an allegation from one of the residents. He stated that Ben Farmer, a local real estate agent and member of the Metropolitan Planning Organization, had an agent who had sold the property to Enmark. Alderman Van Johnson called the allegation "very unsettling," and Mayor Otis Johnson directed city staff to investigate the claim. He was uncomfortable that the statement had been made publicly, he said, and said if found untrue, it would be corrected publicly.

Farmer, reached after the meeting, said the claim was untrue. He once had a listing on the property, but it expired with no sale. "We had nothing to do with that transaction. If I had I would have disclosed it." Farmer and Jones spoke late Thursday, and the alderman said he will issue a public apology. "I'm prepared to do that at our next meeting," Jones said.

In other action, the council:

- Did a first read on a revised, proposed ordinance that would require mandatory alcohol server training, registration and permitting. The council had been struggling with how broad the ordinance should be, and after discussion determined it would not expand the requirement to include all hotels, restaurants and other businesses that serve alcohol. Most of the problems with underage drinking center in nightclubs, they agreed, so other establishments would only be forced to comply if they were cited for alcohol-related issues.

- Because of lower sales tax revenues, the city is anticipating receiving \$33 million less in special purpose local option sales tax money, which helps fund projects like the Forsyth fort renovation, drainage projects, park improvements and similar work, Assistant City Manager **Chris Morrill** told council during its workshop.

Internet Research
Morrill, Christopher

Note: This research will be presented in reverse chronological order

The city had been expecting \$160 million, but more likely will receive about \$130 million. That will require reviewing the city's list of projects and delaying some of them, **Morrill** said. Council members did a preliminary review of dozens of projects, but will do a more detailed review of projects at its upcoming budget retreat, which is scheduled for Nov. 30.

Morrill also showed council that because of lower revenues, the city is reducing by several million dollars the amount of money it sets aside in its general fund for capital improvements. From 2006 to 2008, the city spent about \$5 million. This year, it set aside no money in the fund, and for 2010, plans to set aside \$1.6 million. Because of the reduction in funds, the city will concentrate only on needed maintenance projects with those monies.

- The council got an overview of the proposed Historic District Ordinance. Once passed, it will provide specific guidelines for building height, design standards and the approval process for new structures in the district. Brown called the public input and review process "one of the most exhausting" the city has undertaken.

Council will consider the ordinance on first reading at its Nov. 19 meeting.

Savannah Morning News (GA)

September 25, 2009

BEST, WORST OF TIMES

LOCAL ECONOMY 'RIGHT IN SYNC' WITH REST OF STATE, NATION

Author: *ARLINDA SMITH BROADY*

Economic growth in the Savannah Metropolitan Statistical Area, which includes Chatham, Bryan and Effingham counties, significantly slowed in 2008, according to data released Thursday by the U.S. Department of Commerce's Bureau of Economic Analysis.

Out of 366 metropolitan areas, Savannah ranked 144 with a Gross Domestic Product growth rate of 0.2 percent. "These statistics suggest that the Savannah area profile is right in sync with the rest of the state and the nation," said Jeffrey Humphreys, director of the University of Georgia's Selig Center for Economic Growth. "This recession was really tough on the entire region, and recovery will be slow."

The slowdown in economic growth didn't just affect this region, data showed. About 60 percent of metropolitan areas saw economic growth slow down or reverse. Real Gross Domestic Product growth slowed in 220 of the nation's 366 metropolitan statistical areas last year, from 2 percent in 2007 to 0.8 percent in 2008.

Downturns in construction, manufacturing, finance and insurance restrained growth in many metropolitan areas, including Savannah, with government spending showing the most growth.

"No one was really surprised by the data," said **Chris Morrill**, Savannah assistant city manager. "We knew the recession hit us harder and later than a lot of areas." And although it's down from previous years, the city is doing better than the state as a whole, which saw slightly negative growth at -0.6 percent. "We're investing our very limited resources in economic growth and quality of life," **Morrill** said, "and what's a more important quality of life issue than jobs?"

Business in Savannah (GA)

September 16, 2009

CITY PROJECTS WOULD HELP DOWNTOWN MERCHANTSAuthor: *ARLINDA SMITH BROADY*

During a meeting of the Downtown Business Association last week, Savannah Assistant City Manager **Chris Morrill** outlined developments designed to help the association's members and others. The first step in unifying economic development efforts was to unify the city logos, **Morrill** said. So the city commissioned a new logo based on the city squares. "It's uniquely Savannah, and it ties all the departments together," **Morrill** said. Another important step, he said, was to grow population. So the city annexed enough land to increase its area by 40 percent. "We were losing population for the past 30 years," **Morrill** said. He compared Savannah's fate to Detroit, where residents moved to the suburbs, causing the city to raise taxes to fight crime and urban blight.

Now, several plans are in the works, including developments around Ellis Square and the fort under construction in Forsyth Park. The Whitaker Street Garage, which lies beneath the square, has been in use since October 2008. To break even for operations and debt service, the garage must make \$1.3 million this year, said Sean Brandon, director of the city's Mobility and Parking Department. By the end of July, revenue figures for the Whitaker Street Garage are at \$766,000. "We'll probably make our projections," Brandon said. "It's feast or famine. ... Some weekends we clear as much as \$10,000, and others the garage is nearly empty."

The above-ground portion promises to be people friendly. "It will be the only square with a building on it," **Morrill** said. There will be a hospitality center and permanent restrooms. One of the most fanciful features is the fountains with 12-foot water jets that can project 260 colors of LED lights. Those fountains can be turned off, and the square is wired to accommodate concerts and other forms of outdoor entertainment. It can hold about 1,000 people and will have tables and chairs instead of benches. "Benches aren't good for interaction," **Morrill** said. "We want this to be a place to gather and be with friends and family."

As for the fort at Forsyth Park, a temporary band shell will accommodate concerts, plays and other events but can be disassembled for everyday use. When the band shell isn't in use, fountains similar to ones at Ellis Square will be in place. "We envision a very family-friendly atmosphere where kids can play and parents can relax," **Morrill** said.

A restaurant leased by the Kessler Group, owner of the Mansion on Forsyth, and "the best bathrooms in town" will be another draw. These projects and others are part of the city's plan to partner with businesses to create a prosperous region. "We need to move away from the mentality that citizens and businesses are customers," **Morrill** said. "We need to work toward partnerships. The way to get out of this recession faster is to build community relationships."

Savannah Morning News (GA)

September 9, 2009

MORE CITY BUDGET CUTS COMING

AS REVENUES FOR 2010 LOOK LOWER, TEAMS OF SAVANNAH CITY EMPLOYEES PROPOSE CUTS TO SERVICES, DEPARTMENTS

Author: *LESLEY CONN*

The city of Savannah is looking at further reducing staff, merging offices and ending some services - decisions that will be made in the coming weeks to trim another \$3 million in spending by the end of the year. The bleak prospect for 2010 will further spur spending cuts. City budget analysts already see a \$10 million decline in general fund revenue compared to 2009, sales tax revenue remains unpredictable and property assessments that generate the bulk of city income have been ordered frozen until 2011 by the legislature.

One of the more visible city services being evaluated: Ending the Savannah-Chatham police department's mounted patrol unit. Officers would be rotated into patrol cars to fill vacancies. "We're questioning everything," said Assistant City Manager **Chris Morrill**. "If it was just about today, we'd be OK, but the problem is we don't know about revenue for the rest of the year."

A lower city revenue base, he said, is likely going to stay lower for the next 10 years, which will require the city to re-examine its spending. The city already has reduced spending by about \$12 million this year to offset lower revenues. That largely has been accomplished by leaving non-essential jobs outside public safety vacant. Nearly 200 of the city's 2,600 positions are unfilled. Bret Bell, the city's director of public information, said the city is continuing to look at eliminating positions, but "we're not looking at mass layoffs."

BUILDING A BUDGET

Many of the spending cuts for the 2009 budget will be implemented immediately and will be handled as part of day-to-day operations. Others, such as a proposal to end the mounted patrol unit, have evolved as teams of city workers participating in a new budgeting process for 2010 evaluate city services. The teams are evaluating services under a variety of umbrellas, such as neighborhood vitality, public safety, health and environment, poverty reduction and economic development. City Manager Michael Brown will use their recommendations to build the city's proposed budget in October. That will be presented to City Council members, who will evaluate the proposal and can mandate changes before approving the budget in a series of public hearings. That, too, shows a lean year ahead. The proposals the teams received for city services totaled \$221 million, but the projected revenue available for them equaled \$214 million.

LOOKING FOR SAVINGS

Among some of the other cost-saving measures:

Internet Research
Morrill, Christopher

Note: This research will be presented in reverse chronological order

- A employee task force created to find savings in city mowing services identified \$627,000 in cuts.

Some was achieved by notifying citizens who had "tree lawns" - grassy strips between their street and sidewalk - that the city no longer would trim them. But larger savings were found by not hiring seasonal staff, reducing mowing frequency along streets, cutting back on plantings and using in-house staff to maintain Laurel Grove Cemetery rather than fill a maintenance contract. Small outlying parcels will be contracted out, Bell said, which will cost less than hauling the city equipment as far south as Coffee Bluff to trim a small lot.

- Consolidating fire and police dispatch services by Jan. 1. The primary reason, **Morrill** said, is to improve services, but some cost-savings are anticipated.

- Merging offices and employees.

The Citizen Office, which coordinates public notices to neighborhoods during large city projects and other city initiatives, will merge with the Public Information Office.

Susan Broker, director of the Citizen Office, is filling an administrative position in the city manager's office left open since Sean Brandon, the former assistant to the city manager, became the city's director of mobility services and parking in April 2008.

Three staffers under her will move into Bell's office, and by November, the city no longer will pay rent at an office on Oglethorpe Square.

Annual savings: \$15,000 in rent.

"There are talks about doubling up other offices, and even though there may not be a personnel reduction, there are reductions in rent, in office equipment and other resources," Broker said.

"Basically, everyone in the city is going through their budget and looking to see what they can do without at least for the next year."

Savannah Morning News (GA)

June 19, 2009

CITY STANDS BY RIVER PROJECT

OFFICIAL SAYS \$20 MILLION OBLIGATION FOR SAVANNAH RIVER LANDING STILL A 'GO' DESPITE FLAGGING ECONOMY

Author: *LESLEY CONN, 912-652-0326, lesley.conn@savannahnow.com*

The city of Savannah isn't backing away from its commitment to Savannah River Landing, even as the economy challenges the waterfront development and the city budget. At a City Council workshop session Thursday, Assistant City Manager **Chris Morrill** outlined the \$20 million in road, drainage and other improvements the city will undertake. That money will come from revenue collected from a special tax allocation district established around the riverfront development.

Alderman Tony Thomas was the first to question why the city was proceeding during the uncertain economic times, especially given that from a public safety standpoint, President Street and General McIntosh Boulevard have been issues for years. He said he supports the project but added: "This raises a question for me. I've never seen us push an issue this hard."

The improvements, **Morrill** said, are about more than public safety. "Savannah River Landing cannot really have any economic development until we deal with President Street," he said.

Aldermen Van Johnson and Jeff Felser later said they believe the city is sending mixed messages about the development. "It was always my understanding of them as being mutually exclusive projects," Johnson said. "Today I got the impression they are tied together."

Savannah River Landing's developers have invested \$60 million in site improvements, Finance Director Dick Evans said, and the \$1.4 million in debt service the city is paying annually is still manageable and worth it to honor the private developer's investment.

The mixed-use residential/commercial and retail development has a total estimated price tag of \$800 million, and it promises to redefine more than 40 acres of the waterfront just east of the Marriott Savannah Riverfront hotel. As part of the original development agreement for Savannah River Landing, the city had signed off on elevating and widening President and General McIntosh and straightening a section of McIntosh. A second phase of President Street improvements, which include building a bridge over railroad tracks, was not part of the agreement. In trying to secure federal stimulus funds for that phase, city officials emphasized its hurricane evacuation and improved safety features. "I saw no difference in the plan as it was proposed all along," Alderwoman Mary Osborne said. "That's a major development. Nobody's going to walk away from that."

The improvements along President help not only Savannah River Landing but also other planned commercial and residential developments on the south side of the road, Osborne and city officials said.

Should Ambling Cos., the developer, fail to move forward on its investment, City Manager Michael Brown said, the city would have a site with improved roads, drainage, a riverwalk and established water and sewer lines. He and other city officials said they were confident Savannah River Landing would remain viable and were confident vertical construction would begin next year, as company officials have stated.

Savannah River Landing continues to operate from trailers on the site. On Monday, the project plans to unveil a new Web site, said Kate Freeman, the company's marketing and community relations manager.

Sales efforts continue on the residential, commercial and retail front, but she said she could not disclose any information about whether any new commercial or retail clients had been signed up. "The economic times have certainly been a lesson in patience for us," she said. "But we're still committed to the original vision of the project."

Savannah Morning News (GA)

March 27, 2009

**SAVANNAH TIGHTENING ITS BELT
COUNCIL TOLD BUDGET COULD BE SHORT BY \$9 MILLION**

Author: *LESLEY CONN, 912-652-0326, lesley.conn@savannahnow.com*

One out of every 10 city positions is going unfilled as the city of Savannah deals with declining revenues expected to total \$9 million. The city has left open 250 positions and by year's end expects to have 330 positions vacant, said **Chris Morrill**, the city's assistant city manager over financial services. Those openings so far have saved the city \$1.6 million. A team of city administrators reviews any job positions to determine if it needs to be filled. Only lower-level police and fire department jobs are exempt from review so that public safety needs will continue to be met. The city employs about 2,500 workers. Other teams of employees are examining key aspects of city operations to look for further cost-cutting measures, but city leaders cautioned the City Council on Thursday that the shortfall could be higher than anticipated.

One factor that could change the financial projections is any changes the state legislature may pass regarding property and sales tax collections. "Bottom line, we may need to cut \$10 million to \$15 million," City Manager Michael Brown said. "I hope it's not \$20 (million)." Revenue reports from the first two months of the year show collections down in some key areas, **Morrill** said.

February sales taxes are down \$388,000 from the same time in 2008, and hotel/motel taxes for February are down \$191,432. Building inspection fees are down \$169,113. Some key areas are doing better than expected. Recorder's Court fees were \$142,148 above projections, and water and sewer tie-ins - an early indicator of new building - are about \$100,000 above projections. In February, the city collected \$600,000 in tap-in fees.

Morrill's budget presentation came during a council workshop. During council's regular session, they took the following action:

- Passed a resolution to be sent to the Georgia Department of Transportation restating the city's top priorities for transportation projects. None of the city's priority projects was included in the first round of federal stimulus projects the state selected. Their top item for the second round will be the widening and elevation of President Street, a \$36 million project. Council members also asked that local congressmen and groups such as the National League of Cities get a copy as well so they could see that stimulus money was not making its way past Atlanta.
- Asked city staff to return within 60 days with recommendations for instituting a registration and card system for bartenders and servers, as well as stiffer penalties for minors who try to buy alcohol.

Internet Research
Morrill, Christopher

Note: This research will be presented in reverse chronological order

- Approved a contract for \$1.5 million for curbs, gutters, underground storm drainage and pavement improvements in Fernwood, a neighborhood near Savannah State University. The project has been on the city's to-do list for several years.
- Granted a liquor license to the owners of Sweet Melissa's, 35 Whitaker St. Owner Denise White Pipkin agreed alcohol would be served only to dine-in customers. City officials had been worried customers would be allowed to drink and congregate outside, which would contribute to pedestrian traffic problems at the busy intersection.

Savannah Morning News (GA)

February 25, 2009

CITY PREVIEWS STIMULUS SPENDING

COUNCIL MEMBERS LIST \$422 MILLION IN ELIGIBLE PROJECTS, RANGING FROM TRANSPORTATION TO JOB TRAINING AND DAY CARE

Author: *LESLEY CONN, 912-652-0326, lesley.conn@savannahnow.com*

The city of Savannah has identified \$422 million in local projects and programs that could be funded under the federal stimulus package.

Entries include \$50.7 million for widening and elevating the President Street Extension, \$30 million to upgrade Savannah-Chatham police headquarters on Habersham Street, \$182,300 for a downtown day care center and \$100,000 for an electricians training institute.

Now city leaders have to determine which projects should have the highest priority - and which will have the greatest chance of being deemed worthy by the 13 federal departments that will award funding to competing projects that will pour in from across the nation.

All the projects under review are considered "shovel-ready," meaning work - and the workers who would be hired - would start quickly.

Assistant City Manager **Chris Morrill** said the city was ahead of the game because of its five-year capital improvement planning, which would drive what the city submitted. "It's a shotgun approach," he said. "Those who will be successful will be flexible ... and will be able to mold their project to fit the criteria."

Savannah Morning News (GA)

February 24, 2009

CITY, COUNTY DISPUTE JAIL BILL

SAVANNAH, CHATHAM WORK TO RESOLVE \$600,000 IN CHARGES

Author: *ERIC CURL, 912-652-0312, eric.curl@savannahnow.com*

The time it takes Savannah to reimburse Chatham County for costs associated with housing jail inmates has some county officials concerned. City officials say extra time is needed to scrutinize the county's error-filled monthly bills. According to an intergovernmental agreement, Savannah is supposed to pay the county \$35 per day for each inmate arrested in the city. Bills are to be sent and paid monthly, but a back and forth between the two governments regarding certain charges has delayed the process. The delays have been a recurring challenge and county officials are trying to speed up payments, said County Manager Russ Abolt. "It's money we feel we're due," Abolt said. Some county commissioners voiced concerns after no reimbursements were received after the first quarter and only a small portion of the amount budgeted had been received after the second quarter, which ended Dec. 31. Abolt attributed the delay to the time the city takes checking the bills. On average, it takes two to three months from the time the Sheriff's Department sends an initial list of jail fees until the final bill is sent, said Linda Cramer, county finance director.

A final bill for August, September and October did not get sent until January, Cramer said. Once the bill is sent, Savannah typically pays in two to three weeks, Cramer said. Savannah paid the county about \$1.3 million last year for inmate housing, she said. About \$404,000 has been received this year. "When we have an accurate bill, we pay it," said Assistant City Manager **Chris Morrill**. But accuracy is not typically the case, **Morrill** said.

Between 2003 - when the agreement became effective - and 2007, more than \$640,000 worth of errors were discovered, Records Court Director Prince Johnson said in a memo regarding the issue. An average of 10 percent, or almost \$10,700, worth of errors is found each month, Johnson said. Sheriff Al St Lawrence and Jail Administrator Col. McArthur Holmes said there are disagreements regarding certain charges. The city may refuse to pay for a city inmate once another jurisdiction places a hold on that inmate, Holmes said. The city should still pay the bill, he said. The day an inmate is "bound" to the courts is also commonly a matter of dispute. City officials say inmates are often classified as city prisoners when the arrest actually took place in the unincorporated county. The county has no similar complaints from the other municipalities, St Lawrence said. Other municipalities may return their rosters more quickly, but their bills consist of only a small fraction of the bookings reviewed by Savannah, Johnson said. Savannah typically reviews an average of 930 inmates and more than \$100,000 in charges, while Garden City was invoiced an average of about \$5,600 in charges for the first 10 months of 2008. The county proposed having the city pay an average advance each month to speed up the process. Depending on the actual expense, the city would later be credited or charged. City officials declined. The county should work on fixing the errors before the city should have to pay an incorrect bill, **Morrill** said.

Entrepreneur

August 2008

GFOA's new president-elect and executive board.(Government Finance Officers Association) (Paul A. Macklem, Catherine R. O'Connor,)

The Government Finance Officers Association is governed by an 18-member executive board, which consists of 15 members-at-large serving staggered three-year terms, the current president, the previous year's president, and the president-elect. At the association's annual meeting in June, GFOA members voted for a slate of nominees for president-elect and five new members-at-large, each of whom is profiled below.

[Note: We have included only the information for Christopher Morrill who was appointed as an at-large board member.]

CHRISTOPHER P. MORRILL

Assistant City Manager--Management and Financial Services

City of Savannah, Georgia

Chris Morrill has been a GFOA member for 17 years. He is a member of the GFOA Committee on Economic Development and Capital Planning and also served on the GFOA Committee on Governmental Budgeting and Fiscal Policy from 1994 to 1999. **Morrill** has been an instructor for various GFOA training seminars including Budgeting for Budget Analysts, Capital Budgeting, and Best Practices in Budgeting. He also reviews budgets for the GFOA's Award for Distinguished Budget Presentation Program. He has spoken on issues including economic development at GFOA annual conferences as well as at Florida and Georgia GFOA conferences. He has also written articles for the Government Finance Review.

Morrill shares his expertise internationally. He was a municipal finance advisor to the South African National Treasury and a Peace Corps volunteer in public finance in Ukraine. He is a Fellow of the Kellogg National Leadership Program. In Savannah, he instituted annual five-year financial planning and five-year capital planning, reducing the tax millage rate by 27 percent in 10 years.

Savannah Morning News (GA)

July 19, 2008

**CITY MULLS HIKE ON TAX REVENUE, RISING FUEL COSTS
GAS PRICES, LOWER REVENUE BEHIND SAVANNAH'S CONSIDERATION
AGAINST ROLLING BACK PROPERTY TAX FOR FIRST TIME IN A DECADE**

Author: *ERIC CURL, 912-652-0312, eric.curl@savannahnow.com*

High city fuel costs and less consumer spending mean some Savannah property owners will pay more in property taxes this year. City Manager Michael Brown recommended during a City Council workshop Thursday that the board not roll back the property-tax rate as it has done for the past 10 years. "We could reduce it, but there are several reasons not to," Brown said. "We're recommending you stick with what you got at the moment." Maintaining the tax rate at its current level of 12.5 mills - or \$12.50 per \$1,000 of assessed property value - means the owner of a \$125,289 home will pay \$19 more than in 2007 due to increased property value, said Assistant City Manager **Chris Morrill**.

Those same property owners would only pay \$9 in additional property taxes if the tax rate was rolled back to the recommended level. Savannah officials contend the extra money is needed because the city is facing a projected \$1.1 million shortfall in sales-tax revenue and about \$800,000 in unexpected fuel costs. Much of the revenue decline comes from a drop in food, automobile, home and lumber sales, **Morrill** said. A larger-than-expected increase in property-tax revenue is enough to cover the difference but only if the tax rate is kept flat.

Commercial and residential properties that are not primary residences could see more of an increase because they're not protected by the Stephens-Day Homestead exemption, which essentially freezes a home's taxable value but factors in consumer price index fluxuations. There have been some positive developments during the year, **Morrill** said. Property-tax revenue is expected to increase 3 percent more than the city originally anticipated, which would bring in an extra \$1.9 million. More than 60 percent of the growth in property value, about \$228 million, comes from new development as opposed to reassessed values of existing property. "This is the type of growth we want," **Morrill** said. The implementation of energy savings programs in city buildings last year, such as new heating and air-conditioning controls and weatherized buildings, has resulted in a reduced power bill, **Morrill** said. "It's the first time I can remember we are actually spending less on electricity," he said. Hotel and motel tax revenue appears likely to come in even or slightly above the budgeted amount. "Savannah has been amazing the last five years," Brown said. "A lot of these (hotels) are running around with 70, 80 percent occupancy." Still, the tax rate needs to stay where it is to cope with the ongoing "recession," **Morrill** said.

Mayor Otis Johnson said he was concerned Georgia lawmakers could limit the amount of property-tax revenue the city takes in after making unsuccessful tax reform measures this past legislative season. "So I think we have to take a very conservative approach to what we do," Johnson said. "The question is will we ... get caught up in the trend of the day and want to get on the rampart and say we cut taxes. If we cut taxes, what are we going to cut in services?"

Savannah Morning News (GA)

May 1, 2008

LNG NEVER PAID FIRE FEES

SAVANNAH OFFICIALS WANT TO COLLECT MORE THAN \$500,000 IN UNPAID BILLS

Author: *SCOTT M. LARSON, 912-652-0397, scott.larson@savannahnow.com*

The El Paso Corp. made more than \$1 billion last year, in part from the liquefied natural gas plant it owns on Elba Island. But the company refuses to pay nearly \$500,000 the city of Savannah claims the company owes in fire protection fees from the last three years, plus \$178,000 due in October. "I can't imagine \$178,000 to protect the community that they are located in would be a real financial hardship for the company," said Assistant City Manager **Chris Morrill**.

In fact, in its 30-year existence on the island, the multi-national corporation has never paid for fire protection.

It never has paid for the eight calls to which Savannah Fire & Emergency Services has responded since 2001. But the city still covered the plant, including a freebie on Sept. 24, 2001, to rescue four people working at the site who got trapped in a basket 80 feet in the air. Now, the plant is in the middle of a fire protection controversy. After the city went to the company about the past due bill, El Paso decided to sign a contract with Southside Fire & Emergency Services. "I'm not sure what their thinking is, but I can tell you if they want real fire protection for an industry, the city of Savannah is the only entity that can provide that level of service," **Morrill** said. "So it must be about money."

El Paso spokesman Bill Baerg would only say that Southside is a better fit, although city officials say Southside doesn't have the same capabilities. Fire aside, the plant and others like it are concerns for environmental activists and politicians alike. Area activists argue that the plant poses a serious fire and explosion threat. Liquefied natural gas is a natural gas cooled to minus-260 degrees, but it won't burn in its liquid state. Industry officials say that means it won't explode and level houses for miles as opponents claim. The Elba Island facility opened in 1978 but closed two years later. It re-opened in 2001 and has never had any incident with the 200 ships that have delivered cargo there since.

The U.S. Congress is worried about terrorists attacking liquefied natural gas ships. Last week, the House of Representatives passed a bill requiring the Coast Guard to enforce security zones around arriving tankers. El Paso's Savannah site is approved to nearly double to 15.7 billion cubic feet by 2012.

Savannah Morning News (GA)

March 26, 2008

LOGO UNITES CITY SERVICES

LOCAL DESIGN FIRM CREATES UPDATED BRANDING FOR CITY ON MODEST BUDGET

Author: *EMILY GREEN, For the Savannah Morning News*

You've probably seen it around town. The subtly scripted "Savannah" prominently placed in black beside a tilted, abstract version of the city's historic green squares. The city of Savannah's new logo is gradually showing up on everything from maintenance vehicles and parking meter receipts to letterhead and envelopes. "It was important that the design be timeless, not trendy, so it would not go out of style," **Morrill** said. "This should be a viable design for decades."

Don't let the simplicity of the logo fool you into thinking it is just another pretty design.

Months of research and proposed sketches by local design firm brightwhitespace, partnered with an identity design committee made up of city employees, went into the production and implementation of the updated logo, now visible all around Savannah.

IDENTITY CRISIS

The plan for rebranding the city of Savannah's image began during a conversation concerning the more than 40 individual logos that represented various service departments. Film Commissioner Jay Self and Assistant City Manager **Chris Morrill** discussed a need for one unifying look to represent the city as a single entity and thus began the initial stages of rebranding.

The many existing department logos were not coherent or recognizable as part of the city of Savannah. Some didn't even represent the intended service to the public, creating potential confusion for citizens wondering which services their tax dollars supported.

"We have thousands of employees, thousands of vehicles out there doing work all day and people don't think about them all being the city of Savannah," Self said.

THEY GET SAVANNAH

The city hired Ariel Janzen and Rigel Crockett of brightwhitespace to work on the project in stages. Their previous experience with identities for the Liberty Parking Shuttle and Tourism and Film Department provided some established trust, but more importantly, the committee chose the local firm because they "get" Savannah.

"There's so much about Savannah that's so subtle," **Morrill** said. "You really have to live here to get it. Having a local company rather than some big national firm come in was important to the process."

From studies and surveys to sketches with various colors, typography and imagery, the two teams collaborated throughout the process.

PLACE BRANDING

"With so much competition for businesses, for visitors, you have to put out a positive image," **Morrill** said. "You have to put out an image that says 'we have our act together.' "

Janzen and Crockett researched other cities with successful rebranding and conducted surveys with Savannah residents, which they used to help compile a list of identity requirements, design specifications and branding goals with the committee.

"As with any identity problem, the challenge was one of perception," Crockett said. "Many city employees did not feel good about their outdated 1950s-style, institutional business cards. Additionally, because each of the city's departments had a unique logo, citizens were not always able to identify which services the city was actually delivering."

WHAT'S IN A NAME

"We realized that the word 'Savannah' itself has a very positive message in it," Self said. "It's a beautiful name to visitors and to locals alike. Instead of minimizing that, the word 'Savannah' is in the center of the logo."

Deciding on an accompanying icon proved more taxing than choosing the main part of the logo. After considering numerous icons, the committee selected one of the city squares tipped on point because of its messages. The committee realized Savannah means different things to different people, however, the one thing unique to the city when compared to others is the public city squares.

"The central core of the Oglethorpe plan and the ward is the square, the open space, the green space, the sense of public," **Morrill** said. "For us it's the simplicity of the symbol and the allusion to the public city squares," Crockett said. "This is important because the square not only represents Savannah's beauty and livability, but it reminds us that the city has always been responsible for their care."

The official design brief explained that the shading of the city square "creates a positive forward motion." The use of green does justice to the countless parks and trees while emphasizing an environmental focus, and the feminine serif font of "Savannah" captures the welcoming spirit. "Even though the symbol is kind of a downtown symbol, those values radiate throughout our community," Self said, "not only in public land planning and public spacing but also with access and involvement."

A SOFT ROLLOUT

The city purposely did not plan an official unveiling of the new logo mainly with the taxpayers' best interest in mind. Instead, it opted for a soft rollout, which means using up supplies that contained the old logos and waiting until vehicles are replaced. From start to finish the rebranding cost totaled just less than \$25,000, a cost virtually unheard of in most rebranding projects.

"We wanted to roll it out more organically so that people would subtly discover it," **Morrill** said. "Externally, the whole rebranding as an organization shows that we're one organization, we have core values that we work toward."

Public safety services such as the police and fire departments were not required to switch to the new logo because of their widely recognized existing logos. Appointed city officials such as the mayor and legal counsel will continue to use the more formal historic seal.

Brightwhitespace created a 42-page stylebook with specific guidelines for city employees to use in order to avoid relying on outside vendors for printing. The stylebook contains color variations of the logo in files formatted for Web and print and lists suggestions on how to use the graphics. With city employees having access to the files, they can print on an as-need basis instead of having to order in bulk.

"We thought there would be a lot of push back (internally) because it's difficult to implement change in any organization," Self said. "But to my knowledge it has been universally accepted because we rolled it out in a way for our people that made it as easy as possible for them to embrace it."

Augusta Chronicle, The (GA)

August 20, 2004

PROPOSAL BENEFITS TOURISM GATEWAY

Author: *Scott M. Larson and Mary Carr Mayle, Morris News Service*

SAVANNAH, Ga. - The tourist boulevard along Savannah's quaint River Street will expand soon with the construction of a \$570 million mixed-use development that city officials say will transform a chunk of land - next door to downtown Savannah - that resembles a wasteland.

"If you look at it right now as you drive in, it's one of the gateways to Savannah, and it's ugly looking," said Assistant City Manager **Chris Morrill**. "There are not many large sites in the city so close to downtown where you could really do a quality development that could extend the Historic District."

In the past, the site has scared off developers because of extremely poor drainage.

City officials said that, in the past couple of years, six or seven developers have met with the city about the property but couldn't make anything work.

Mr. **Morrill** and John Hutton, the city's acting inspections director, are more optimistic about this proposal because three developers, including a group building a mall just to the south, are working together to address the big issues, such as drainage.

"All of a sudden, you are looking at doing something for one-third of the cost," Mr. Hutton said.

Savannah Morning News (GA)

October 15, 2002

SAVANNAH OFFICIALS TO STAY IN INDONESIA

THREE CITY EMPLOYEES TO CONTINUE GOODWILL VISIT DESPITE VIOLENCE.

Author: *Savannah Morning News*

Friday, three Savannah city officials departed for Indonesia on a goodwill mission to offer their expertise to a sister city across the globe.

The next day, while the group was in midflight, a bomb exploded in a Bali nightclub.

Sunday, the Savannah trio landed in Indonesia as thousands of Westerners attempted to flee the island nation.

The three - acting Revenue Director Buddy Clay; Development Services Administrator John Hutton; and Public Development Coordinator Cindy Boyette - were given the option of returning, but decided to stay, despite a U.S. embassy order evacuating all nonessential personnel.

The city they are visiting, Yogyakarta, is located on the main island, they reasoned, and they are being accompanied at most times by Indonesian security. As an extra precaution, they have canceled planned media events to lower their visibility.

"They feel safe and they are going to stay," said Assistant City Manager **Chris Morrill**. "If the situation changes, we will get them out quickly." **Morrill**, City Manager Michael Brown and Finance Director Richard Evans visited Yogyakarta in March to establish the sister-city partnership as part of a program funded by the International City/County Managers Association. Hutton, Clay and Boyette will spend the week helping Yogyakarta improve its revenue system and inspections process.

Savannah Morning News (GA)

September 13, 2002

LOST SOLUTION MAY BE FOUND

NEGOTIATORS TENTATIVELY AGREE HOW TO SPLIT ABOUT \$45 MILLION A YEAR, BUT THE COUNTY COULD BLOCK THE PLAN TODAY.

Author: *Jennifer Moroz, Savannah Morning News*

After months of bitter back-and-forth, negotiators for Chatham County and eight municipalities have reached a tentative agreement on how to split up millions of dollars in sales-tax revenue. Under the proposed distribution of the Local Option Sales Tax (LOST), the cash-strapped county would get about \$2.3 million a year more than it does under the current arrangement. County Commission Chairman Billy Hair and representatives of the municipalities, including Savannah, agreed the deal was a fair compromise. But some county commissioners say that it does not go far enough, and their voices count: The proposal needs the stamp of the majority on the nine-member commission to become final.

The commission is expected to consider the matter at its regularly scheduled meeting this morning. Pooler Mayor Buddy Carter was confident: "We've got five votes lined up." County Commissioner Frank Murray, one of two designated negotiators for the county, wasn't so certain.

"I don't think it's an offer that has the support to pass," he said.

Murray himself is against the proposal, which was hammered out over the last few days between Hair and Savannah Mayor Floyd Adams Jr. Representatives of the other seven municipalities, which have teamed up with Savannah in the negotiations, have signaled their approval. "I think we're getting close," Murray said, "but I don't feel the offer is where it needs to be right now."

Proceeds from the 1-percent sales tax represent a major source of revenue for local governments, which use the money to fund services - and lessen the property-tax burden on homeowners.

Over the next 10 years, the tax is expected to generate about \$500 million. About 35 percent, or \$175 million, of that comes from tourist spending. The proceeds are divided based on a number of criteria, including population, level of services provided by each government, and where the tax is generated. The first split is between the county and the municipalities as a group; the municipalities then decide how to divvy up their share. Under the current distribution formula, negotiated in 1995, the county gets 19.22 percent of the annual proceeds - about \$8.3 million last year. Savannah gets the bulk at 68.73 percent - about \$30 million last year. Over the last three months, county officials have argued that they have lost millions a year as a result of the 1995 deal, when they picked up the cost of housing municipal prisoners in return for a slightly larger piece of the sales-tax pie.

Commissioners, who just finished closing an \$11.7 million hole in the county's operations budget, have blamed a large part of the county's ongoing financial woes on the prisoner issue.

Internet Research
Morrill, Christopher

Note: This research will be presented in reverse chronological order

Municipal officials countered that the county has overestimated its losses, using faulty figures to calculate prisoner costs.

Under the proposed new agreement, the county would get 17.6 percent of the sales-tax revenue - an amount equal to about \$7.9 million next year. It would charge the municipalities \$30 a day for each municipal prisoner housed in the county jail. The county would pay for municipal prisoners not yet bound over to the state court system after 28 days.

County officials estimate those prisoner fees will bring in an extra \$2.7 million a year. "I think we've come to an agreement we can all live with," said Garden City administrator Tom Gates. "We tried to do what was fair and right and protect the tax to make sure it continues to exist." If an agreement is not finalized by Dec. 30, the tax expires. Up until last week, negotiations appeared deadlocked.

County officials had originally been asking for 18.6 percent of the tax proceeds, plus \$45 a day for each municipal prisoner.

City negotiators in return offered the county a 15.51 percent cut of the sales-tax pie, with no help to maintain the county jail.

Savannah Assistant City Manager **Chris Morrill** said the proposed deal was especially sweet for the county. "They started at 18.6 percent and \$45 (a day per prisoner) and look where this agreement is," **Morrill** said. "This is a good deal for them." The city, which last year got about \$30 million of the proceeds and didn't have to pay to house its prisoners, would lose about \$600,000 a year. **Morrill** said he did not yet know how officials would make up the lost revenue.

If county commissioners ratify the agreement, the municipalities would decide how to divide the remainder of the sales-tax proceeds. That division is usually based on population, which would give Savannah 67.37 percent, or about \$30.3 million next year. Bloomingdale would get 1.37 percent; Garden City 5.78 percent; Pooler 3.2 percent; Port Wentworth 1.68 percent; Thunderbolt 1.2 percent; Tybee Island 1.74 percent; and Vernonburg .07 percent.

Savannah Morning News (GA)
February 1, 2002

**SAVANNAH AGREES TO IMPROVE ACCESS
SETTLEMENT WITH JUSTICE DEPT. COMES ALMOST 2 YEARS AFTER AUDIT
FOR COMPLIANCE WITH ADA**

Author: *Kate Wiltrout*

Navigating Savannah's streets - and its bureaucracy - will soon get a little easier for disabled people. The city is one of 21 state and local governments that settled Wednesday with the U.S. Department of Justice regarding compliance with the Americans with Disabilities Act. Now almost 10 years old, the act requires that public facilities be made accessible to all people.

Chris Morrill, an assistant Savannah city manager, said the 11-point agreement should take about two years to complete. He estimated it would cost about \$300,000, and that money would be found in the budget for the improvements.

Some of the changes are easier than others. For instance, all letters sent from city offices will have a central TTY telephone number on them, so hearing-impaired residents can contact the city.

City Council chambers will be fitted with listening systems for the hard-of-hearing, as will Grayson Stadium and the Martin Luther King Jr. Arena at the Civic Center.

Others are more labor intensive. The city agreed to physical modifications so that "parking, routes into buildings, entrances, doors, elevators, signage, public telephones, restrooms, dressing rooms, locker rooms, service counters, drinking fountains and swimming pools are accessible to people with disabilities."

Carol Bell, Central Services director, said the city would go beyond what's required.

"We don't really have any qualms with the agreement," she said. City Hall will get one wheel-chair accessible bathroom, though it was technically compliant already, with bathrooms in the nearby hospitality center on River Street, said city architect Thomas Perdue.

"God only knows whether the original City Hall even had bathrooms," Perdue said. "The city occupies a lot of buildings that are very historic and very old, and most of those are the ones we have problems with."

Savannah Morning News (GA)

November 13, 2001

NEW ASSISTANT CITY MANAGER ALL OVER THE MAP

Author: *Kate Wiltrout*

Chris Morrill started his job as assistant city manager for management and financial services in August. The position is new to him - but City Hall isn't. Before spending two years in South Africa working for the U.S. Agency for International Development, **Morrill** was Savannah's research and budget director for seven years. That job was interrupted with a two-year Peace Corps gig in Ukraine, where he advised the city of Lviv on finance, management and privatization issues. **Morrill**, who works out of an office in the top corner of City Hall, filled the spot left when Bob Bartolotta moved last October.

Here's what **Morrill** had to say during a break from last week's budget workshops:

What are some of your goals as an assistant city manager?

"First, to ensure that our city employees are well-trained, that they have a good work environment and they have the support services (they need). ... Next is to maintain the city's strong financial foundation, particularly through a possible recession."

He also wants to improve the city's use of technology, both for services and to get information out to citizens. Another top priority is getting citizens more engaged with local government.

How has your work overseas affected your views about local government?

"In the Peace Corps (in Ukraine), I experienced government at its worst, where it's designed to control and keep track of people rather than provide services. It really makes me want to focus on the positive role government can play. In South Africa, post-apartheid, it was seeing that to really have democracy you have to have citizen involvement. It impressed me how diligent they were at that."

How do you think Savannah changed while you were in Africa the past two years?

"I think what I saw coming back was a lot more economic development, downtown and in the neighborhoods. Areas like off East Broad Street that I thought were hopeless have all of a sudden come back. ... I personally have seen a much greater police presence in my own neighborhood (Ardsley Park), and the city seems a bit cleaner."

What can Savannah residents expect if the economy goes into a prolonged recession?

"If the recession is longer term and systemic, then we really need to look at prioritizing the services we provide and actively look at our revenue sources. I think an increase in property tax would probably be a last resort."

Savannah Morning News (GA)

June 8, 2001

SAVANNAH HIRES NEW ASSISTANT CITY MANAGER

Author: *Bret Bell*

Chris Morrill has spent much of the past five years helping to privatize the Ukraine and create a new financial framework for local governments in post-apartheid South Africa.

With that kind of background, City Manager Michael Brown figures he will have little trouble coming up with a budget for little old Savannah. Brown announced Thursday that he hired **Morrill**, who helped create annual budgets for the city of Savannah for the better part of a decade, as assistant city manager for management and financial services.

Considered one of the top three most powerful positions in city government, **Morrill** fills a position that had remained vacant since October, when Bob Bartolotta left to run the city of Jupiter, Fla. Finance Director Richard Evans served as assistant city manager in the interim.

Morrill will start work Aug. 13 with a \$98,000 annual salary.

While working for the city from 1990-1992, and again, from 1994-1999, **Morrill** led an eight-member team that prepared and monitored a \$170 million budget.

"**Chris** made many improvements in our budget and financial management systems, as well as in the quality and clarity of our presentation and public information materials," Brown said.

In his new position, **Morrill** will oversee 10 city departments, including vehicle maintenance, finance, human resources, purchasing, central services and parking services.

Bartolotta drew some heat from city employees during his tenure when Vehicle Maintenance Department employees claimed abuse and unsafe working conditions. The department's director later resigned during a city investigation.

Some of those worker complaints led to the unionization of service employees earlier this year.

CHRIS MORRILL'S RESUME

WORK HISTORY

1999-present: senior municipal policy adviser for the National Treasury of South Africa -- United States Agency for International Development

1990-1992, 1994-1999: research and budget director, city of Savannah

Internet Research
Morrill, Christopher

Note: This research will be presented in reverse chronological order

1997-2000: fellow, Kellogg National Leadership Program -- studied community building in countries throughout the world

1992-1994: Peace Corps volunteer -- advised the city of Lviv, Ukraine, on finance, management and privatization issues

1988-1990: senior management analyst, city of Savannah

1986-1988: senior budget analyst, Catawba County, N.C.

1984-1985: downtown project manager, Lynn, Mass.

EDUCATION

Master of Public Administration, 1987 -- University of North Carolina, Chapel Hill

Bachelor of Arts, 1984, political science major -- College of the Holy Cross, Worcester, Mass.

Certificate in county administration, certificate in budgeting and financial planning -- North Carolina Institute of Government

Columbus Ledger-Enquirer (GA)

October 14, 1996

GEORGIA BRIEFS

Author: *From wire reports*

City to be compensated for Olympic security costs

SAVANNAH -- Savannah will receive \$57,308 from the Legislature to compensate for nonpersonnel security costs incurred during Olympic yachting events.

"The request was passed by the state legislature earlier on, and the governor's office gave it final approval late last week," said state Rep. Tom Bordeaux, D-Savannah. "The city is getting everything it asked for, which is a good sign for Savannah and its planning department."

The money is coming from a \$500,000 governor's discretionary grant fund approved by the Legislature so cities hosting satellite Olympic venues -- such as Savannah with yachting or Columbus with softball -- could be compensated for security costs.

Savannah's budget director, **Chris Morrill**, said the money is welcome, even though all Olympic costs are already covered by the city's \$88.5 million general fund budget for 1996.

"It's like getting a bonus at work -- you don't go out and spend it right away," **Morrill** said.

ACOG already paid Savannah \$290,000 to help defray police overtime in a deal negotiated earlier this year by Mayor Floyd Adams Jr. The city still incurred an additional \$244,000 in police overtime during the Games, although all of it was budgeted by city officials.

Savannah requested compensation for computers, police vehicle maintenance, bulletproof vests and extra barricades and other items needed around the venues.

Research Completed by: Vanessa Garner
Colin Baenziger & Associates

Appendix D

***St. Johns County, FL Resolution Thanking
CB&A for Its Outstanding Service***

RESOLUTION 2013 - 59



**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, THANKING
COLIN BAENZIGER & ASSOCIATES FOR ITS
OUTSTANDING PERFORMANCE IN CONDUCTING
THE EXECUTIVE SEARCH FOR THE CITY'S NEW
CITY MANAGER**

WHEREAS, the City Council by Resolution 2013-30, retained Colin Baenziger & Associates (CB&A) to identify and recommend candidates for the office of City Manager; and,

WHEREAS, CB&A staff worked diligently to find and produce excellent candidates, and provide the City Council, Citizen Advisory Board and Employee Personnel Committee with comprehensive materials concerning the candidate's aptitude, experience and background, including, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and news media archives; and,

WHEREAS, CB&A's process was open and transparent, fair and unbiased and was well received by the City Council, City staff, the press, and the public; and,

WHEREAS, the City Council wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the City;

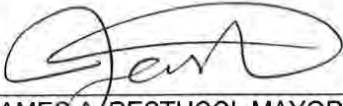
NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

Section 1. Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

Section 2. Acknowledgement. The City Council wishes to express its sincere appreciation and gratitude to the firm of Colin Baenziger & Associates for its outstanding support and effort in assisting the City in finding its City Manager, Mr. Donald Day.

Section 3. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

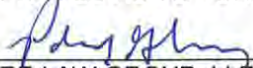
PASSED this 12th day of August, 2013.


JAMES A. RESTUCCI, MAYOR

ATTEST:


DELILAH SAENZ, CMC, CITY CLERK

APPROVED AS TO FORM:


KERR LAW GROUP, LLP
Attorneys for the City of Sunnyside

THIS PAGE LEFT INTENTIONALLY BLANK



HERD FREED HARTZ
EXECUTIVE SEARCH PARTNERS



**Leading the Northwest in
Retained Executive Search**

**City Manager
Executive Search
Overview**

January 13, 2016

Overview



Herd Freed Hartz is a Seattle-based, retained executive search firm focused on delivering nationwide searches for Northwest clients. Founded in 2001, our nine member team brings an average of 17+ years of executive search experience filling all functional roles across Municipal, Non-Profit, Consumer, Technology, Professional Services, Retail, Health, and Manufacturing environments. We have a reputation for partnering well with both public and private sectors, effectively filling challenging executive roles in a wide variety of complex industries.

As your retained search partner, we deliver three key advantages:

- **Top Northwest retained firm with deep regional relationships and contacts**
- **Proven track record with critical searches including City Manager, Chief Executive Officer (CEO) and other key leadership roles**
- **Results focused, *guaranteed* – We deliver attractive talent options, and fully understand that when we speak to potential candidates we are a reflection on your City, your brand to the market**

Top Northwest Retained Firm - Overview



As the largest Northwest retained-only executive search firm, we are best positioned to serve you.

- **We can meet you in-person.**

Searches always go best with in-person meetings. We show up in-person for search updates as desired, City Council and key stakeholder and community member intake meetings, or anything else needed on short notice. This high touch approach also leads to a better candidate experience.

- **We can sell your organization, and northwest relocation.**

We live here and love the NW which helps in attracting nationwide talent. We have experience with the City of Des Moines and can provide local insight regarding schools, businesses, weather, recreation, housing and culture to a candidate and spouse increasing the chance to close the finalist.

- **Convenience of a long-term, experienced search partner.**

We help fill current roles, but we also develop a long-term partnership so that we can quickly ramp up on future executive searches saving you time. We truly *listen* in order to understand your culture and tell your story. We have earned a reputation for providing excellent candidate experiences and for creating a level-playing field for all candidates.

Top Northwest Retained Firm – A Few Clients



Other top NW organizations trust us for their key executive hires:

BILL & MELINDA
GATES foundation



Alaska Airlines®



pointb.
Where experience leads

BSC

PREMERA | 
BLUE CROSS

 **VIGOR**
INDUSTRIAL

 blue Nile®

 PRECOR®

PHYSIO
CONTROL

Lifesaving starts here.™

T-Mobile®

Seattle
BioMed
Freedom from Infectious Disease



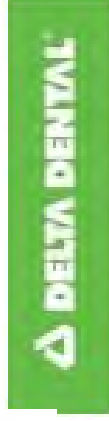
Microsoft®



 ANDERSON®

 PHILIPS

Port
of Seattle

 DELTA DENTAL®

girl scouts
of western
washington

Disney.com

Intermec

FRED HUTCHINSON
CANCER RESEARCH CENTER
A LIFE OF SCIENCE

DARIGOLD.
SINCE 1922

 BENAROYA
RESEARCH INSTITUTE

HERD FREED HARTZ
EXECUTIVE SEARCH PARTNERS

Results focused - HFH by the numbers



Clients enjoy working with us as we **focus on results**. Overview of our key stats:

37 days – **Average time to candidate** (*date of search inception to send date of hired candidate*). We feel this is the key metric showing speed and accuracy of our search process leading to filling a key executive role quickly.

86 days – **Time to fill** (*date of search inception to offer acceptance*). We partner with you to drive a professional and efficient interview and selection process to ensure search momentum and a great candidate experience for both internal and external candidates.

21% – **Diversity candidates** as part of the candidate pool. We are committed to diversity and inclusion and work to ensure a broad pool of candidates.

80% – **Candidate to interview** (*ratio of candidates sent who were interviewed*). Our goal is to pre-screen and maximize hiring manager time on top candidates and provide as much relevant data to help make an informed decision on whether to interview. Average of 8 candidates sent to get a hire.

95% – **Our search business** comes from repeat or referred clients for a reason. Recent, relevant executive search client references available upon request.

Results focused – Customized search process



Clients hire us for more than just producing resumes. In addition to great candidates, you can expect:

1) A clear search strategy.

The critical moment of a search occurs before any calls are made. In our initial intake meetings, we will walk through our methodology which includes an in-depth review of key questions to develop the position profile and to ensure a good fit with the City's goals, organizational culture, team leadership needs and role selling points.

Timeline: 1-2 hour initial intake meetings with all key stakeholders/community members you recommend; draft job description for your review typically within a few days.

2) Pro-active process and provide clear communication.

We understand your time is valuable. In partnering with you, we develop a customized search timeline and process, and ensure role clarity. You will have one point person, but have the support and resources of our full search team working on your role until it is filled.

Timeline: Regular search updates, with written candidate pipeline reports upon request.

Results focused – Customized search process



3) Candidate sourcing and a nimble approach.

We provide you with a complete candidate profile to assist you with candidate insights and to help minimize surprises. We leverage our extensive candidate database, research resources and targeted sourcing calls to produce a mix of top talent options. We are nimble and can pivot strategy as needed.

Timeline: Initial pre-screened, qualified candidate flow and review within six (6) weeks. Regular candidate flow is provided until the search is filled. Typically, the candidate who receives the offer is presented by us within the first 4-6 weeks.

4) Interview and offer strategies to close the candidate you want.

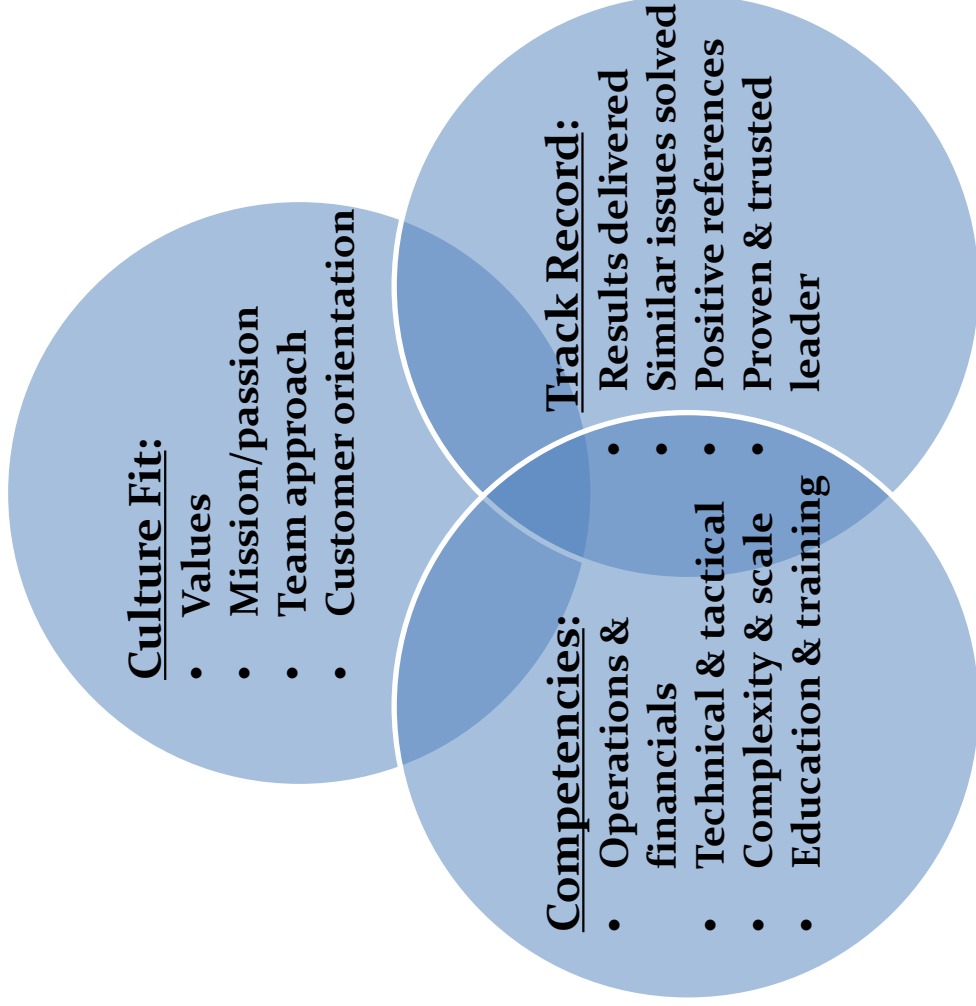
We provide timely candidate feedback to ensure a positive candidate experience – We understand that our actions are a reflection on the City of Des Moines and its representatives. Setting clear mutual expectations, reference checks, and pre-closing candidates helps close the finalist you want.

*Timeline: A typical search process from start to offer acceptance is 86 days. Again, in partnership with the City Council, we will create a **customized** timetable that fits the their needs and individual schedules.*

Results focused – Candidate assessment



We assess candidates from 3 key perspectives to ensure a good long-term fit:



Results focused – Our search fees & terms



We align our goals through unique performance-based terms to develop a long-term search partnership and trust.

A quick overview of our key terms:

Search fee: A special discounted flat fee of \$39,000 (\$6,000 less than the Firm's absolute minimum).

Payment terms: Split into two equal payments. Initial retainer to get started; Final payment upon offer acceptance.

Search expenses: We do not charge for research, administration, etc. This saves thousands off what typical retained firms charge. We will discuss and pre-approve any necessary expenses with you, and *never* mark them up.

Guarantee: Two (2) year replacement guarantee as we stand by our work and screen candidates for a long-term culture fit.



Fred has over 20 years of experience in executive recruiting. He has successfully placed executives in a wide range of environments including both private and public sectors and non-profit organizations, working both in-house and with retained executive search firms.

Previous to Herd Freed Hartz, Fred was Director of Business Development for Carena, Inc., a Seattle-based health care company. Before this he was Manager of Corporate Relations in the Internal Communications Department and an Executive Recruiter at Washington Mutual (WaMu). Prior to joining WaMu, he was Executive Vice President and Public Sector Practice Leader for Waldron & Company where he conducted numerous City Manager, Public Safety and other key executive searches for a variety of communities throughout the Pacific Northwest.

Fred has Bachelor's and Master's Degrees in Psychology from San Diego State University, and is certified as a Senior Professional in Human Resources (SPHR). He is a Past President of the Seattle Chapter of the Society for Human Resource Management (SHRM), as well as the Bainbridge Schools Foundation. He has also served on the Executive Board of the Port Madison Company, in addition to the Bainbridge Island Boys Lacrosse and Little League Boards. He is a past youth sports coach and currently serves on the Port Madison Trails Committee.

Fred lives on Bainbridge Island with his wife and two teenage sons.



Fred Pabst

Project Lead

Managing Director

Herd Freed Hartz

Search team bios



Jim Herd

Managing Partner

Herd Freed Hartz

Jim's recruiting background consists of 19 years of nationwide, executive level placements. His clients range from Fortune 50 to high-profile, venture-backed start-up companies. His experience includes working in-house for a publicly traded, internet / technology company as well as working for both retained and contingent executive search firms. Jim's industry expertise has been sought after and published by the WSJ, Seattle Times, Puget Sound Business Journal, Washington CEO Magazine and King 5 TV.

Prior to co-founding Herd Freed Hartz in 2001, Jim worked at RealNetworks (RNWK) and was responsible for executive level hiring. He is also the co-founder of the RealNetworks Alumni Organization. Before RealNetworks, Jim³² worked as a Senior Associate for a retained search firm focusing on national searches within the Technology arena. Jim began his recruiting career working for a regional search firm specializing in Northwest based high-tech companies where he lead its Executive Search division.

Jim earned a Bachelor of Arts degree in Industrial Organizational Psychology from Western Washington University, is a member of WWU's MBA advisory committee and partakes yearly in its mentor program. He is also a Board Member for Seattle Jobs Initiative. SJI is a local, non-profit organization focused on helping low income job seekers earn livable wages. Jim lives in Issaquah with his wife and three children.

Search Team bios



Kevin Hartz

Managing Partner

Herd Freed Hartz

Kevin brings 18 years of extensive executive recruiting and in-house recruiting experience in technology and the streaming media industry. Prior to co-founding Herd Freed Hartz, he was the Recruiting Manager for RealNetworks, Inc. (NASDAQ: RNWK), where he worked for nearly 6 years, as he helped build this streaming media industry leader by recruiting 350 positions during their explosive growth from 90 to 1000 employees and through an IPO. He has been an integral part of bringing executives and key talent for both domestic and international positions at all levels of management including: Sales, Product/Program Management, Marketing, Finance, Human Resources, Legal and Operations. Kevin is also co-founder of the RealNetworks Alumni Organization.

Prior to RealNetworks, Kevin began his recruiting career working as a Senior Recruiter for the executive search division of a premier regional placement firm with technology industry focus placing executives and senior level positions. Kevin earned a Bachelor of Science degree in Marketing from Indiana University.

Search team bios





Paul Freed
Managing Partner
Herd Freed Hartz

Paul is a founding partner of Herd Freed Hartz, a top Northwest retained executive search firm based in Seattle since 2001. He brings 16 years of executive recruiting experience ranging from startups to public companies across Technology, Consumer, Healthcare, Manufacturing and Non-profit industries.

As a recruiting industry spokesperson and public speaker, he is President Emeritus for the Northwest Recruiters Association - the largest professional recruiting organization in the Northwest and has been interviewed on a variety of recruiting topics by King5, Seattle P-I, Seattle Business Magazine, Washington CEO Magazine and Puget Sound Business Journal.

Before Herd Freed Hartz, Paul worked as Chief Recruiting Officer for StartupAcademy at Scimitar Ridge, the Northwest's premier service provider to the venture industry and Fortune 1000 clients, providing accelerated executive offsite strategy and teambuilding success. His role working with portfolio companies consisted of: consulting executive teams on recruiting strategy, executive team due diligence, and recruiting key executives/advisors. Prior, Paul spent four years as President and Founder of Northwest Search, Inc., a Seattle-based executive search firm specializing in the technology and consumer.

Paul earned a Bachelor of Arts Degree and graduated with honors from the University of Puget Sound in the Business Leadership Program. His alumni volunteer involvement has included National Alumni Board, Seattle Chapter Chair, and a Business Leadership Program Mentor.

His additional community involvement includes developing leaders and caring for the city in his role as a Deacon at Mars Hill Church - Downtown campus, ranked as one of the most influential and fastest growing churches in America. Paul and his wife Rachel make their home in Seattle and enjoy the culture of the city, travel (50 countries), and outdoor adventures.

Search team bios



Kelley is Managing Director for the Portland practice of Herd Freed Hartz, the Northwest's leading retained executive search firm.

In both domestic and global settings, Kelley has worked for a wide variety of customers -- from startups to the Fortune 100. She brings 11+ years experience working in professional services. Prior to her experience at Herd Freed Hartz, Kelley worked in management and technology consulting for world-class organizations like Oracle (NASDAQ: ORCL), McCaw Cellular/AT&T Wireless (NYSE: T) and Andersen Consulting/Accenture (NYSE: ACN). Her client base includes organizations in high tech, telecommunications, state government, logistics, consumer products, and health care. A diverse background has given Kelley firsthand knowledge of what makes for effective recruiting in today's³⁵⁴ market.

Kelley earned a Bachelor of Arts in Business Administration from the University of Washington with emphases in Finance and Information Systems.

A fourth generation Oregonian, Kelley lives in Portland with her husband and their two young children. She serves on the Board of Directors for Montessori Pathways, a Portland area non-profit founded to serve preschool-aged children of all abilities and to provide scholarships for handicapped and underserved children.



Kelley Pecis

Managing Director

Herd Freed Hartz

Search team bios





Scott Rabinowitz
Managing Director

Herd Freed Hartz

Scott brings over 16 years experience in the executive search industry and serves as a strategic recruiting partner to top executives. He combines a strong national and international network with a concentrated focus on serving Northwest based clients. Locally Scott has partnered with companies as diverse as T-Mobile, Cardiac Science, and the Pilchuck School of Glass to fill critical senior leadership roles ranging from Board members, C-level executives, and strategic functional leaders.

Prior to joining Herd Freed Hartz, Scott served 5 years as Executive Vice President and Managing Director building out DHR International's Seattle office. DHR International is a top 5 retained executive search firm with over 50 offices worldwide and a client base that includes some of the world's top companies. With DHR, Scott built a strong and diverse Northwest client base and served as a member in each of DHR's Global Life Sciences, Advanced Technology, Non-Profit and Health Care Practices, as well as participated and lead searches for clients from Hong Kong to Los Angeles.

Prior to joining DHR, Scott was Recruiting Manager for Discus Dental, Inc., a leading dental products manufacturing company based in Los Angeles. As a member of the internal HR team Scott was tasked with the full scope of recruiting functions. While with Discus he concentrated on executive level positions in a wide range of business units. Top level Marketing, Sales, Research and Development, Operations and Human Resources roles were filled on his watch.

Scott began his search career in New York with a series of boutique firms including Creative Management Strategies where he worked in the Managed Care and Insurance Industries and Pinnacle Solutions where he gained experience in the Technology, and Banking sectors. Scott earned his Bachelor of Arts from New York University. Scott is active within the Seattle community and serves on the Board of the Hope Heart Institute, PONCHO and the Seattle chapter of the Association for Corporate Growth. In addition Scott is a proud member of Vistage an international executive leadership organization and is a member of the Zino Society where he coaches startup companies on talent acquisition strategy. Scott is the father of his talented and amazing daughter Sadie.

THIS PAGE LEFT INTENTIONALLY BLANK

Proposal for Executive Search Services

City Manager

City of Des Moines, Washington

January 2016

Strategic Government Resources

Ron Holifield, CEO
PO Box 1642
Keller, Texas 76244
214-676-1691

Ron@GovernmentResource.com





January 13, 2016

Honorable Mayor Matt Pina and City Council
City of Des Moines
21630 11th Avenue S., Suite A
Des Moines, Washington 98198

Dear Mayor Pina:

Thank you for the opportunity to submit this full service proposal to assist the City of Des Moines in your search for a new City Manager.

SGR is one of the top three local government executive search firms in the nation and has the unique ability to provide a personalized and comprehensive search service to meet your needs.

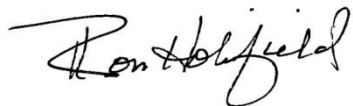
I would like to draw your attention to a few key items that distinguish SGR from other search firms:

- SGR has over 75,000 email subscribers to my weekly “10 in 10 Update on Leadership and Innovation” e-newsletter.
- SGR will also send targeted emails to our database of over 4,300 city/county management professionals.
- SGR’s website, where this position would be posted, receives over 23,000 local government official visitors each month, with over 210,000 page hits per month – more than any other local government search firm website in the nation.
- SGR’s job board (a separate website), where this position would also be posted, is the 2nd largest local government job board in the nation, with over 16,000 local government job seeker visitors each month, and over 1,200 jobs listed at any given time.
- SGR is the only search firm with social media experts on staff, which provides a comprehensive social media marketing campaign that includes email, Facebook, Twitter, and LinkedIn.

The simple fact is that no other firm can touch our reputation for being trusted by both clients and candidates, and for successful long term placements.

We are truly excited about the prospect of doing this search for the City of Des Moines. I look forward to discussing in more detail how we can help you select an exceptional City Manager and am available to visit in person with you at your convenience.

Respectfully submitted,

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

Ron Holifield

Chief Executive Officer

SGR Executive Search

Ron@GovernmentResource.com

214-676-1691

Table of Contents

Tab 1	Company Contact Information
Tab 2	Company Profile
Tab 3	Unique Qualifications
Tab 4	Key Personnel for this Project
Tab 5	Project Methodology
Tab 6	Proposed Timeline
Tab 7	Project Cost
Tab 8	Provision of Service Guarantee
Tab 9	References
Tab 10	Recent Executive Search Clients and Positions Recruited
Tab 11	Unsolicited Feedback
Tab 12	Sample Position Profile Brochure
Tab 13	Sample Comprehensive Background Screening Report
Tab 14	Sample DiSC Management Profile Report

TAB 1

Contact Information

Contact Information for Binding Official / Primary Contact

Cyndy Brown, Managing Director of Recruitment & Administration
Strategic Government Resources

Address: P.O. Box 1642, Keller, TX 76244
Cell: 817-919-4778
Office: 817-337-8581
Fax: 817-796-1228
Email: CyndyBrown@GovernmentResource.com
Website: www.governmentresource.com

Alternate Contact

Ron Holifield, CEO
Strategic Government Resources

Address: P.O. Box 1642, Keller, TX 76244
Cell: 214-676-1691
Office: 817-337-8581
Fax: 817-796-1228
Email: Ron@GovernmentResource.com
Website: www.governmentresource.com

TAB 2

Company Profile

Background

Strategic Government Resources (SGR) was founded in 1999 and is fully owned by former City Manager Ron Holifield. Ron spent two high profile decades in city management, which included service as City Manager in several cities. He founded SGR for the express purpose of helping local governments be more successful by recruiting, assessing, and developing innovative, collaborative, authentic leaders. We specialize in executive recruitment, live training, online training, leadership development, assessments, consulting, and various other services geared to promote innovation in local governments.

Mission & Core Values

SGR's mission is to facilitate innovative leadership in local government. The simple fact is that in today's world of limited resources, local governments must innovate to survive. SGR has and continues to be a leader in spurring innovation in local government.

SGR's core values are: Customer Service; Integrity; Philanthropy; Continuous Improvement; Flexibility; The Golden Rule; Collaboration; and, Protecting Relationships.

Office Locations

SGR's corporate headquarters is in the Dallas/Fort Worth Metro area in Keller, Texas. SGR also has satellite offices in:

Arizona	Texas	Florida	Louisiana	Oklahoma
<i>Gilbert</i>	<i>Abilene</i>	<i>Kissimmee</i>	<i>Baton Rouge</i>	<i>Edmond</i>
	<i>Cleburne</i>	<i>Lakeland</i>		<i>Stillwater</i>
	<i>College Station</i>	<i>Sarasota</i>		
	<i>Coppell</i>			
	<i>Dallas</i>			
	<i>Graham</i>			
	<i>Greenville</i>			
	<i>Murchison</i>			
	<i>New Braunfels</i>			
	<i>Seabrook</i>			
	<i>Sugar Land</i>			

Executive Search Team

- Ron Holifield, Chief Executive Officer
- Cyndy Brown, Managing Director of Recruitment and Administration
- Melissa Valentine, Managing Director of Executive Search Operations and Human Resources
- Lori Philyaw, Managing Director of Interim Management Services and Executive Coaching
- Cindy Hanna, Executive Search Manager
- Claudia Deakins, Executive Search Manager

Executive Search Team (continued)

- Katie Corder, Executive Search Manager
- Abi Compton, Executive Search Coordinator
- Muriel Call, Research Coordinator
- Rachyl Stone, Executive Search Assistant
- Doug Thomas, Regional Director
- Bill Peterson, Senior Vice President, Executive Search
- Chester Nolen, Senior Vice President, Executive Search
- Gary Holland, Senior Vice President, Executive Search
- Mark Boynton, Senior Vice President, Executive Search
- Marlin Price, Senior Vice President, Executive Search
- Mike Tanner, Senior Vice President, Executive Search
- Molly Deckert, Senior Vice President, Executive Search
- Ron Robinson, Senior Vice President, Executive Search
- Tommy Ingram, Senior Vice President, Executive Search

TAB 3

Unique Qualifications

Marketing and Networking

- SGR's 10 in 10 Update on Leadership and Innovation e-newsletter, where all executive searches conducted by SGR are announced, reaches over 75,000 subscribers.
- SGR has a database of over 4,300 city/county management professionals.
- SGR has formal collaborative partnerships with Maryland Municipal League, Ohio City/County Management Association, Missouri Municipal League, Oklahoma Municipal League, National Public Employers Labor Relations Association, Engaging Leaders in Local Government, City Management Association of Oklahoma, and Texas Fire Chiefs Association.
- SGR trains approximately 800 local government employees each month in live training classes.
- SGR has almost 300 local government clients in 41 states for our recruitment, training, and leadership development business lines combined.

Each executive recruiter has many years of experience in local government and a national network of relationships. The entire executive search group works as a team to leverage their networks to assist with each search. SGR team members are active on a national basis, in both local government organization and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. Only SGR can work all of the relevant networks as a peer and insider, resulting in better recruitment, better investigation, better intelligence, better information, and better final decisions.

Comprehensive Needs Assessment

SGR's executive recruiting services are unequalled. Our role is to find the candidate who is the best match for your organization. SGR devotes a tremendous amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great "fit" from values, philosophy, and management style perspectives.

Finding qualified candidates is not difficult; the hard part is finding qualified candidates who are the right fit for your organization. A leading edge candidate and a safe harbor candidate often look the same on paper, but will have profoundly different impacts on your organization.

Accessibility

Your executive recruiter is accessible at all times throughout the search process and can be reached by candidates or clients, even at night and on weekends, by cell phone or email.

Responsive to You

If a problem arises, or you have questions, you can count on SGR staff to be available, prepared, and prompt.

Trust of Candidates

SGR has a track record of remarkable confidentiality and providing wise counsel to candidates and next generation leaders; we have earned their trust. As a result, SGR is typically able to get exceptional prospects to become candidates, even if they have declined to become involved in other search processes, because candidates trust SGR to assess the situation well, communicate honestly and bluntly, and maintain their confidentiality.

Listening to Your Unique Needs

SGR is more interested in listening than in talking. Some firms depend on their tried and true stable of reliable candidates. These firms do not really need to listen to the client because the search will result in the same list of finalists, no matter the type of information they receive from the client. SGR devotes tremendous energy to actively listening to your organization and helping you define and articulate your needs. SGR does not just go through the motions and then provide you with a list of qualified names from a stable of regulars. We work hard to conduct a comprehensive search that is unique to you.

Recorded Online Interviews with Candidates

SGR's unique online recorded interview process allows the search committee to see candidates in an interview setting prior to the finalist stage of the search process, and without having to pay travel expenses.

Comprehensive Media Reports

One of the worst things that can happen for your organization is to be surprised by undisclosed information about a finalist, especially if the surprise comes in the form of a newspaper article that is found by your critics. SGR has never had a client embarrassed by surprises about a candidate. SGR produces a comprehensive media search report on each finalist candidate. Each Media Report is compiled from information gathered using our proprietary online search process. This is not an automated process, and produces far superior results than a standard Google search which is typically utilized by other search firms. The report length may be as long as 350 pages per candidate and may include news articles, links to video interviews, blog posts by residents, etc. No other firm provides such comprehensive media reports.

Comprehensive Background Investigation Reports

SGR provides the most comprehensive background investigations in the industry, and we are the only search firm to use a licensed private investigation firm for these services.

Psychometric Assessments

SGR uses the DiSC Management psychometric assessment to provide a detailed understanding of how candidates will lead and manage an organization. The psychometric assessment report also provides valuable information regarding candidates' strengths and weaknesses.

Recruitment Videos

SGR offers the option of developing a custom video recruitment ad for posting on YouTube and linking to the video in other media sources. A sample SGR recruitment video for the City of Owasso, Oklahoma, can be viewed at <http://bit.ly/OwassoOKCM>.

Equal Opportunity Commitment

SGR strongly believes in equal opportunity. SGR does not discriminate and is careful to follow both the letter and the spirit of laws regarding equal employment opportunities and non-discrimination. More importantly, however, SGR believes that equal opportunity is an ethical issue. SGR quite simply will not enter into an engagement with an entity or organization that directs, or expects, that bias should, or will be, demonstrated on any basis other than those factors that have a bearing on the ability of the candidate to do the job. You can anticipate that SGR will make a serious and sincere effort to include qualified women and minority candidates in the finalist pool. Although SGR obviously cannot, and would not, guarantee the makeup of the finalist group, SGR does have relationships and contacts nationwide to encourage the meaningful participation of women and minority candidates.

Value

For a variety of reasons that are detailed in this proposal, SGR will provide the most cost-effective executive search for your city. Some firms low ball their price, and make up for it by reducing the amount of time they commit, or charging extra for additional time required. SGR gives you a fixed price, and we are with you until the end of the process regardless of how many hours are required.

Emerging Leaders

SGR has a unique and unparalleled reputation of engaging and mentoring emerging leaders and young professionals. We will utilize our frequent personal interaction with emerging leaders, as well as our entire team's social media networks, to market this position and to identify potential applicants.

Five Way Guarantee

SGR provides the strongest guarantee in the industry.

1. Our price is our price. You will never be charged an additional fee because we need to come to another meeting or spend extra time.
2. You always have 24/7 cell phone and email access to the executive recruiter and SGR's CEO.
3. If you do not find the right candidate, we will start the process over with no additional professional fees.
4. If we place a candidate who stays less than two years, we will conduct the search again at for no additional professional fees.
5. If we place a candidate with you, we will not directly solicit them for another job.

TAB 4

Key Personnel for this Project

Mark Boynton, Senior Vice President

Mark Boynton joined SGR as Senior Vice President in September 2015. Previously, Mark worked as Senior Human Resources Analyst/Employment Coordinator with the Town of Gilbert, Arizona. Mark served as the sole recruiting and selection professional, providing recruiting and selection project services, during the Town's hyper-growth phase (population increase of 97,000 to 240,000 during his tenure from 1999-2015).

Ron Holifield, CEO

Ron Holifield is the Founder and CEO of SGR. He previously served as Assistant City Manager in Plano, Texas as well as City Manager in Garland, DeSoto, Farmersville and Sundown, and on the City Manager's staff in Lubbock.

In 1996, he left city management and purchased Government Relations Specialists which he grew into the 49th largest lobby firm in Texas, before selling it to an employee. In 1999, Ron founded Strategic Government Resources to specialize in facilitating collaboration among local governments, with a particular emphasis in employee training and development of next generation leaders.

He has grown SGR into the largest private sector training company that specializes in leadership, management and customer service for local governments in the nation. He is a frequent speaker at state and national conferences and remains high profile in the city management profession.

Ron holds a Bachelor of Arts in Government from Abilene Christian University and a Master's in Public Administration from Texas Tech University.

Mark Boynton, SPHR

2562 E. Oxford Ct, Gilbert, Arizona 85295 · (480) 292-0116 · markboynton@governmentresource.com · mtboynton1@gmail.com

Summary

Accomplished senior-level recruiting and selection professional. Build strong, collaborative working relationships based on trust through sustained performance. Recognized by clients as skilled communicator and creative problem solver. Help clients articulate their needs, identify and implement common sense approaches to complex recruiting and selection challenges.

Experience

Sr. Vice President – Recruiting

Strategic Government Resources, 2015 to Present

Manage executive-level recruiting and selection processes for this national executive search firm primarily in the Southwest, and in other states as needed and assigned. Work directly with local government elected councils, professional staff and prospective executives to match the right candidate with the right opportunity.

Sr. Human Resources Analyst/Employment Coordinator

Town of Gilbert, Arizona, 1999 to 2015

As sole recruiting and selection professional, provided recruiting and selection project services through direct involvement with hiring authorities. Projects were "cradle to grave" and involved entire scope of municipal services, from entry through executive levels, and across all lines of business – police, fire, parks and recreation, engineering, public works, development services, communications, economic development, accounting, budget, courts, etc.

Representative accomplishments:

- Successful search and placement for multiple mission critical executive and mid-level positions to include Town Manager, Assistant Town Manager, Fire Chief, Parks and Recreation Director, Public Works Director, Presiding Judge, Town Attorney, Town Engineer and more.
- Implemented cost saving measures resulting in 60% cost reduction for outsourced executive search services.
- Coordinated development of content-valid in-house promotional knowledge tests, eliminating costs associated with purchasing off-the-shelf tests.
- Sourced and implemented outside public safety testing services and processes that have saved approximately \$400,000.
- Bridged gap between enterprise-level records management system and non-integrated application tracking system to ensure position control and effective management of diverse array of recruiting projects.

Representative accomplishments (cont'd):

- Served as board member of professional testing council to bring development programming to membership.
- At request of Town Manager, served for two years as staff liaison to Town's Human Relations Commission.

Sole recruiting and selection professional for this Phoenix area government during hyper-growth phase (population 97K to 240K from 1999 to 2015). Gilbert maintains the lowest staff to citizen ratio of metro Phoenix cities and enjoys a reputation as a high performing government. This was a high volume, high energy recruiting and selection environment that required a great deal of energy, absolute integrity and substantial creative problem solving skills.

Other Relevant Experience

1999 and prior, assignments in:

- Training and development, to include course development, instruction and evaluation
- Classification and compensation, to include field and desk audits, salary surveys, presentation of findings
- Staff supervision of up to 35 service and production employees

Education

Arizona State University
B.S., Agribusiness Management

Current and Past Professional Affiliations

- Society for Human Resources Management
- International Personnel Management Association (not current)
- Personnel Testing Council of Arizona (not current, former Board member)

Ron Holifield
Resume – July 2014

Strategic Government Resources, P.O. Box 1642, Keller, Texas 76248
Cell: 214-676-1691, Ron@GovernmentResource.com

PROFESSIONAL HISTORY

Strategic Government Resources – Owner & CEO **January 1999 to Present**

- Owner and CEO of this strategic management firm, helping local governments Recruit, Assess and Develop Innovative, Collaborative and Authentic Leaders. Clients have include over 350 local governments.
- SGR is the largest provider of live and online training in the nation designed specifically for local government, training over 1,000 local government employees every month in 41 states.
- Interviewed and/or quoted by numerous news publications and media outlets including: National Public Radio, Entrepreneur Magazine, Texas City Manager Magazine, Texas Town and City, Government Technology Magazine, GovWire Online Magazine, Federal Computer Week Magazine, CIO Magazine, Dallas Morning News, Dallas Business Journal, Plano Star Courier, DFW Tech Biz, Today Newspapers, Focus on the News, D Magazine, International Association of Chiefs of Police Journal, WOAI TV and KRLD and KTET Radio, as well as the ABC and NBC affiliates in Tulsa and WAMU radio in Washington, DC.

Government Relations Specialists – Owner & CEO **August 1996 to September 2001**

- Owner and CEO of this 20 year old governmental consulting firm which represented businesses doing business with government and in legislative advocacy efforts.
- Doubled it in size, becoming the 49th largest lobby firm in Texas, and then sold it to an employee to focus all efforts on the launch of SGR.
- Major clients included over 40 Fortune 500 firms including American Express, Aramark, Automated Licensing Systems, Children's Comprehensive Services, IBM, Quorum Health Group, Library Systems and Services, PeopleSoft, SCT, Space Imaging, TXI, Verizon, Xerox and many others.

City of DeSoto, Texas – City Manager
October 1994 to August 1996

- City Manager of this highly diverse suburban community.
- Hired to lead a rapid cultural change at City Hall, into a City known for being aggressively customer service driven, highly successful in the economic development arena, and operating in a very cost effective manner.
- Significant accomplishments include:
 - Named by Texas Business Magazine as a top 20 Texas city to relocate a business.
 - Named by Texas Outlook Magazine as a top 25 city for economic development.
 - Named by Texas Business Magazine as one of the “Best Run Cities in Texas.”
 - Increase in commercial building permits in excess of 1,000% over previous year.
 - Lowest crime rate of any major city in the Dallas-Fort Worth Metroplex.

City of Garland, Texas – City Manager
November 1991 to June 1994

- City Manager of this rapidly growing city, which owns and operates an electric production and distribution system, a regional wastewater treatment system, a regional landfill, and a heliport, and offers a variety of social services and strong cultural arts. The ninth largest city in Texas, Garland’s population was in excess of 220,000 with over 2,300 employees, and an annual operating and capital budget in excess of \$350 million.
- Hired to take this very traditional manufacturing-based community and rapidly position it as a statewide leader, transforming its one-dimensional image and reputation as a blue-collar suburb into that of a leading first tier city.

City of Plano, Texas – Assistant City Manager, Assistant to the City Manager
November 1986 to November 1991

- Served in a variety of capacities in this rapidly growing, premier city, including: Assistant City Manager of Community Services, Assistant City Manager of Administration, Acting Assistant City Manager for Development, and Assistant to the City Manager.
- Significant accomplishments while with Plano include:
 - Designed a program that doubled mid- and upper-level management minority and female representation in four years.
 - Designed a Disadvantaged Business Purchasing Program that dramatically increased minority business contracts without quotas.
 - Served as Project Manager for a \$19.5 million Civic Center Project, bringing it in \$2 million under budget.
 - Assisted in negotiating details of the JC Penney headquarters relocation from New York City to Plano.

- Created Plano’s first Convention/Visitor’s Bureau that exceeded year six sales and bookings projections in the first year.
- Initiated Plano’s first Neighborhood Integrity Program.
- Creatively designed construction projects for EDS and JC Penney to achieve a \$750,000 sales tax windfall for the city.
- Designed an Employee Wellness Program which resulted in participant health care costs equaling only one-third those of non-participants.

City of Farmersville, Texas – City Manager
1984 to 1986

- First City Manager of this full service city, which operates an electric distribution system and two city lakes.

City of Sundown, Texas – City Manager
1982 to 1984

- City Manager of this full service city, which operates a natural gas distribution system and a municipal golf course.

City of Lubbock, Texas – City Administrative Intern to the City Manager
1981 to 1982

- Administrative Intern to the City Manager of this major city, which operates a municipally owned electric utility.

EDUCATION

- Texas Tech University – Masters of Public Administration
- Abilene Christian University – Bachelor of Arts, Government Major / Student Association President

MAJOR AWARDS for Municipal Organizations Managed

- 3CMA Economic Development Marketing Campaign Savvy Award Certificate of Excellence for International Development and Local Realtor Ads - Garland
- International Association of Chiefs of Police, Excellence in Policing Award for Neighborhood Service Team - Garland
- Finalist, Governor’s Environmental Excellence Award - Garland
- Texas Natural Resource Conservation Commission Award for Excellence - Garland
- American Society of Landscape Architects, Texas Chapter, Environmental Stewardship Award for Garland’s Spring Creek Forest Preserve - Garland

- Dallas Business Journal, “Metroplex Real Estate Deal of the Year (Existing Building),” – Garland
- Dallas Business Journal “Metroplex Real Estate Deal of the Year (New Construction),” - Garland
- GFOA Award for Distinguished Budget Presentation, every year, 1987-1996
- GFOA Certificate of Achievement for Excellence in Financial Reporting, 1987-1991

CURRENT PROFESSIONAL PARTICIPATION

- ICMA Task Force on Inclusiveness
- National Institute for Governmental Purchasing Talent Management Council
- Missouri Municipal League Governance Institute Fellow
- Member, Texas Fire Chief’s Association Best Practices Recognition Board
- Author, “the 16%” weekly blog, 2013-present
- Author, “Fourth Dimension Leadership”, 2010
- Member, International City/County Management Association (ICMA), 1982-present
- Member, Texas City Management Association (TCMA), 1982-present
- Member, Texas Municipal Human Resources Association, 2006 - present
- Member, Governmental Finance Officers Association, 2010 - present

PREVIOUS PROFESSIONAL PARTICIPATION

- Author of a Monthly Column in Texas City Manager Magazine on “Innovations that Make a Difference”
- ICMA Task Force on Employment Agreements
- ICMA Management Innovations Panel
- ICMA Conference Evaluation Committee
- ICMA/Innovation Groups National Management Practices Panel
- Author, “The Public Executive’s Complete Guide to Employment Agreements”, book published by ICMA and the Innovation Groups
- Texas Innovation Groups Executive Committee
- Author, “Crossing Department Lines – Garland’s Neighborhood Service Team”, article published in the International Association of Chiefs of Police National Journal
- Author, “Redefining Thinking, Structures and the Rules of the Game in Government”, article published in Texas Town and City Magazine
- Contributor, State Comptroller Bob Bullock’s handbook for municipalities: “Standard Financial Management System for Texas Cities”
- Texas Municipal League Advisory Committee on Legislative Affairs – Personnel Issues
- TCMA Ethics and Professional Standards Committee
- TCMA Annual Conference Committee

SPEAKING ENGAGEMENTS

- National Forum for Black Public Administrators DFW Chapter Conference, 2014
- Public Purchasing Association of North Texas, 2014
- Missouri Intergovernmental Risk Association Annual Conference, 2014
- Texas City Management Association Annual Conference, 2014
- American Public Works Association Midwest Annual Conference, 2014
- Governmental Finance Officers Association Annual Conference, 2014
- National Public Employers Labor Relations Association Annual Conference, 2014
- North Texas Municipal Clerks Association, 2014
- National Institute for Governmental Purchasing Lone Star Conference, 2014
- Missouri Municipal Clerks and Finance Officers Association Annual Conference, 2014
- South Texas City Manager's Association 2014
- Urban Counties Annual Conference, 2014
- SGR Annual Conference on Creating a Learning Organization, 2014
- National Public Employers Labor Relations Association Annual Conference, 2013
- National Parks and Recreation Annual Conference 2013
- Missouri Municipal League Annual Conference, 2013
- Washington City/County Management Association Annual Conference, 2013
- Nebraska City/County Management Association Annual Conference, 2013
- Tennessee Municipal League Annual Conference, 2013
- Texas City Manager's Association Annual Conference, 2013
- Government Finance Officers Association of Texas Annual Conference, 2013
- American Public Works Association Regional Conference, 2013
- Kansas Public Works Association Annual Conference, 2013
- Texas Recreation and Parks Association Annual Conference, 2013
- Texas Public Purchasing Association Annual Conference, 2013
- Colorado City County Management Association Annual Conference, 2013
- Kansas City County Management Association Annual Conference, 2012
- National Parks and Recreation Management School, 2012
- Texas City Management Study Group, 2012
- International City County Management Association Annual Conference, 2012
- National Procurement Institute, 2012
- Missouri Municipal League Annual Conference, 2012
- Texas City Clerk's Association Annual School, 2012
- Texas County Clerk's Association Annual School, 2012
- Kansas Governmental Finance Officers Association Annual Conference, 2011
- Texas City Management Association Annual Conference, 2010
- Public Risk Management Assoc. Annual Conference, 2010
- Oklahoma City Manager's Association Annual Conference, 2010
- Northwest States City Management Association Annual Conference, 2010
- Ohio City/County Management Assoc. Annual Conference, 2009
- West Texas City Management Association Annual Training Conference, 2009

- Texas Municipal League Regional Meeting, 2009
- Texas Municipal Human Resources Association Annual Nuts and Bolts Conference, 2009
- East Texas City Management Association Annual Training Conference, 2008
- East Texas City Management Association Annual Training Conference, 2007
- International City/County Management Association Conference, 2006
- Certified Public Manager Program, 2006
- North Texas Municipal Clerks Association Management Institute, 2006
- City of Carrollton, Texas, Leadership Academy, 2006
- City of Arlington, Texas, Leadership Academy, 2005
- Urban Management Assistants of North Texas Annual One Day Conference, 2005
- Leadership Southwest, 2004, 2006, 2008
- International City/County Management Association Annual Conference, 2003
- Keynote Speaker (along with the Deputy Secretary of Defense), Government Electronics and Information Technology Association Information Technology and Defense Electronics Forecast Annual Conference – State and Local Homeland Security, 2002
- Transforming Local Government Conference, 2001
- National Association of Counties Annual Conference, 1999
- World Services Congress – Building Public Private Partnerships, 1999
- Central Texas City Management Association, 1999
- Carolinas-Virginia Hospital Trustee/Physician Conference, 1999
- Quorum Ohio CEO Conference, 1999
- Chairman of the Board In-Service Training, Quorum, 1999
- Quorum Foundations for the Future, 1999
- Quorum Chairman of the Board Training, 1998
- International City County Management Association, 1998
- Iowa Municipal Management Institute, 1997
- Quorum Foundations for the Future, 1997
- Quorum Board of Trustees Training, 1997
- Urban Management Assistants of North Texas, Conference of Minority Public Administrators, and National Forum for Black Public Administrators Workshop – 1996
- Innovation Groups Regional Conference, 1996
- Texas City Management Association Annual Conference, 1996
- Florida City/County Management Assoc. Annual Conference, 1996
- North Carolina City/County Management Association Annual Conference, 1996
- Quorum Foundations for the Future, 1996
- International City/County Management Association Conference, 1996
- Texas City Management Association Conference, 1995
- Kansas Innovation Groups Regional Workshop, 1995
- City-County Communications & Marketing Association National Conference, 1994
- National League of Cities Innovations in Government National Conference, 1994
- Innovation Groups Regional Workshop, 1994
- Texas Foundation for the Improvement of Local Government Institute, 1994

OTHER HONORS AND ACTIVITIES

- American MENSA member
- Distinguished Alumni, Abilene Christian University
- Abilene Christian University Public Administration Visiting Committee
- Texas Tech University, Center for Public Service, Alumni of the Year

TAB 5

Project Methodology

SGR provides a comprehensive scope of executive search services, and each executive search service contract is tailored to meet the client's specific needs. However, a full service executive search typically entails the following:

- 1. Organizational Inquiry and Analysis**
 - Outline Project Plan and Timeline
 - Individual Interviews with Search Committee/ Key Personnel (if desired)
 - Development of Position Profile and Professional Production of Brochure
- 2. Advertising and Recruitment**
 - Ad Placement
 - Recruitment Video (optional)
 - Social Media and Marketing of Position
 - Ongoing Communication with Applicants and Prospects
- 3. Initial Screening and Review**
 - Management of Applications
 - Evaluation and Triage of Resumes
 - Search Committee Briefing to Facilitate Selection of Semifinalists
- 4. Evaluation of Semifinalist Candidates**
 - Personal Interaction with Semifinalist Candidates
 - Written Questionnaire
 - Recorded Online Interviews
 - Media Search Stage 1
 - Semifinalist Briefing Books
 - Search Committee Briefing to Select Finalists
- 5. Evaluation of Finalist Candidates**
 - Comprehensive Media Search Stage 2
 - Comprehensive Background Investigation Report
 - DiSC Management Assessment
 - I-OPT Assessment
 - Finalist Briefing Books
 - Press Release (if desired)
- 6. Interview Process**
 - First Year Game Plan (if desired)
 - Conduct Interviews
 - Deliberations
 - Reference Checks
- 7. Negotiations and Hiring Process**
 - Determine the Terms of an Offer
 - Negotiate Terms and Conditions of Employment
 - Transition Strategy
- 8. Post-Hire Team Building Workshop (supplemental service, if desired)**
 - I-OPT Team Building Workshop

Step 1: Organizational Inquiry and Analysis

In the Organizational Inquiry and Analysis Stage, SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs.

Outline Project Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the search plans and timeline. At this time, SGR will also request that the client provide additional information about the community, organization, and position. Information requested will include general information and available resources about the community, school district, economic vitality, political leadership, organization, strategic plan, governing body goals and objectives, budget information, major projects, job description, salary range, benefits package, etc.

Individual Interviews with Search Committee and Key Personnel (if desired)

Fully understanding your organizational needs is the most critical part of conducting a successful executive search. SGR conducts individual interviews with the Search Committee, key staff, and/or direct reports to find out more about the position, special considerations, and the political environment. These interviews last approximately 30 minutes to one hour each and identify individual issues that may affect the dynamics of the search, as well as develop a composite understanding of the organization's preferences. This process helps with organizational buy-in and will assist us in developing the Position Profile as we look for any significant staff issues or major disconnects that may not otherwise be apparent.

Development of Position Profile Brochure

Following the individual interviews and internal analysis, SGR will develop a draft Position Profile Brochure that is reviewed and revised in partnership with your organization until everyone agrees it accurately reflects the sought-after leadership and management characteristics. A sample brochure is included with this proposal document.

Step 2: Advertising and Recruitment

The Advertising and Recruitment stage includes ad placement, email distribution of the Position Profile, responding to inquiries about the position, and ongoing communication with applicants and prospects.

Ad Placement/ Social Media and Marketing of Position

The Executive Recruiter and client work together, to determine the best ways to advertise and recruit for the position. Ads are typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

SGR's preferred strategy is to rely on email distribution of the Position Profile brochure to key opinion leaders and potential prospects across the country. The position will be announced in our "10 in 10" e-newsletter, which reaches over 75,000 local government professionals, in

addition to a targeted email announcement to specific professional categories and/or areas of the country. By utilizing an email distribution strategy, these brochures tend to “get legs” of their own, resulting in a very high penetration rate at minimal cost.

SGR will utilize Facebook, Twitter, personal phone calls, personal emails, and LinkedIn to promote the position. This communication is both to solicit high potential candidates and to encourage key local government professionals to share information within their professional circles.

Recruitment Video

SGR offers the option of developing a custom video recruitment ad, which can be posted on YouTube and linked to other media sources. It is estimated that job postings with video icons are viewed 12 percent more than traditional job postings, and that the job application rate increases by an average of 34 percent when video is added. A sample SGR recruitment video for the City of Owasso, Oklahoma, can be viewed at: <http://bit.ly/OwassoOKCM>.

Ongoing Communication with Applicants and Prospects

SGR communicates with all applicants on a frequent and ongoing basis to ensure applicants stay enthusiastic about the opportunity. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast, accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about organization, and it is an area in which SGR excels. SGR also utilizes Google Alerts for each client organization and provide updates to our Executive Recruiters and applicants of any references made regarding the client organization in various media outlets.

Step 3: Initial Screening and Review

This stage of the executive search involves managing the flow of resumes, and screening and evaluating resumes.

Management of Applications

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries.

Evaluation and Triage of Resumes

SGR uses a triage process to identify high probability, medium probability, and low probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to

make sure that the minimum requirements of the position are met, and which of the preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report via PowerPoint presentation and will facilitate the selection of approximately 10-12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues that have arisen, as well as a briefing on each candidate and their credentials. No other firm offers this level of reporting detail and transparency.

Step 4: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive search process. However, the simple fact is that resumes can be misleading. They tell you nothing about the individual's personal qualities or his/her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments or experience. SGR's responsibility is to go more in-depth than the resume to ensure that those candidates who continue in the process are truly outstanding.

Personal Interaction with Semifinalist Candidates

SGR's goal is to have a clear understanding of the person behind the resume and what makes him/her an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up by phone when appropriate to ask any questions about underlying issues.

Written Questionnaire

SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom-designed around the priorities identified by the Search Committee and usually includes about 20 questions focusing on 5-6 key areas of particular interest to the client. This written instrument will be included with the semifinalist briefing book with the cover letters and resumes.

Recorded Online Interviews

SGR offers recorded online videos of candidates answering pre-recorded questions. This provides a very insightful, efficient and cost effective way to gain additional insights to utilize in selecting finalists you want to come in for live interviews. The online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Online interviews are emailed to the Search Committee for viewing prior to selection of finalist candidates.

Media Search Stage 1

Stage 1 of our media search involves a comprehensive review of all newspaper articles on the candidate in major news outlets within the previous two years. These media reports at the semifinalist stage have proven helpful by uncovering issues that were not previously disclosed by prospective candidates. The Executive Recruiter will communicate any “red flags” to the Search Committee immediately upon discovery.

Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book will include written questionnaires, online interviews, and any additional information obtained about the candidate. The purpose of this briefing is to facilitate narrowing the list to 4-6 finalists who will be invited for personal interviews.

Step 5: Evaluation of Finalist Candidates

Once the finalists have been selected, SGR will coordinate with you to schedule interviews.

Comprehensive Media Search Stage 2

These Stage 2 Media Reports are compiled by utilizing our proprietary media search process including variations of the candidates’ names and states/cities in which they have lived or worked, and searches of local papers where the candidates have lived or worked. We also search social media sites. The Media Reports typically range from 20-300 pages per candidate and may include news articles, links to video interviews, blog posts by residents, etc. The Media Reports are put into an easy-to-read format and recorded onto flash drives for the Search Committee. The candidate’s name is highlighted each time it appears.

These media reports have proven helpful to Search Committees by uncovering issues that were not previously disclosed by candidates and that would likely not have been discovered through an automated search or Google search, typically used by other search firms. The Media Reports also give the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of his/her career.

Comprehensive Background Investigation Reports

Through SGR’s partnership with FirstCheck, a licensed private investigations company, we are able to provide our clients with comprehensive background screening reports that include detailed information such as:

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report
- Federal criminal search
- National criminal search
- County wants and warrants

- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County criminal search (for every county in which candidate has lived or worked)
- County civil search (for every county in which the candidate has lived or worked)
- Education verification

A sample Background Investigation Report is included with this proposal document.

Assessments (DiSC and I-OPT)

It is critical for you to know as much as you can about your new executive before hiring him/her. Historically, employers have depended upon resumes, references, and interviews as sources of information for making hiring decisions. In practice, these sources have often proved inadequate for consistently selecting successful employees. The use of assessments has become essential for employers who want to place the right people in the right positions.

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management Profile analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager.

The I-OPT Assessment is a tool that measure how a person perceives and processes information. How someone perceives and processes information has a profound impact on what motivates a person, how a person sees an issue, and how that person interacts with others on team projects. Understanding one's own I-OPT Profile makes it possible to be more self-aware. Understanding another's I-OPT Profile helps predict how he or she will approach any given situation. (In a City Manager search, this will include I-OPT reports of the finalist candidates, direct reports, and city council. In department head searches, this will include I-OPT reports of the finalist candidates, City Manager, Assistant City Manager, peer department heads, and direct reports.)

Press Release (if desired)

Until you have "sealed the deal," you need to be cautious in order to avoid the embarrassment of a premature announcement that does not work out. You also want to try to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Step 6: Interview Process

Once the finalists have been selected, SGR will coordinate with you to schedule interviews.

First Year Game Plan (if desired)

"First Year Game Plan" process where finalist candidates are provided with elected official, key staff, and community leader contact information, and the candidates are given free rein to make contact with all of them in advance and use those insights to develop a "first year game

plan” based on what they know so far. Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates’ written and interpersonal communication skills, as well as critical analysis skills.

Conduct Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics you need. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Deliberations

At this meeting, SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a decision on whether to bring back one or more candidates for a second interview.

Reference Checks

Our reference checks are the most comprehensive in the industry. We place very little confidence on the references provided by the candidates since those can be expected to be biased. Instead, we will typically talk to as many as 20 professional contacts for a given candidate including elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, civic leaders, and media representatives. We always seek out the candidate’s greatest critics and greatest fans to ensure a complete, yet balanced, perspective and overview of each candidate.

Step 7: Negotiations and Hiring Process

Once the organization is ready to make an offer, SGR can provide additional assistance to the client in the following areas.

Determine the Terms of an Offer

Upon request, SGR will provide comparative data for selected organizations, appropriate employment agreement language, and other similar information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win-solutions to negotiation “log-jams.”

Transition Strategy

There are a variety of transition issues when hiring a new executive. SGR will brief the client on transition issues that need to be addressed and will provide a recommendation on what actions

to take. Together, we will create a transition strategy that builds the foundation for a successful long-term relationship.

Step 8: Post-Hire Team Building Analysis (supplemental service)

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people “see” different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues’ I-OPT Profiles will enable you to work much more effectively as a team. Price is \$4,000 for a half-day onsite workshop, plus travel expenses, and \$150 per person for I-OPT reports (if not previously completed as part of the search process), which include Individual Analysis Report, Emotional Impact Management Report, Change Management Report, and Team Management Report. Two-Person Reports can be ordered for an additional fee of \$50 per report.

TAB 6

Timeline (Standard Search)

Task	Weeks
- Contract Executed - Outline Project Plan, Timeline - Individual Interviews with Search Committee/ Key Personnel (if desired)	Weeks 1
- Development of Position Profile Brochure - Search Committee Reviews and Approves Brochure	Weeks 2-3
- Ad Placements - Accept Applications - Email Distribution and Marketing of Position Profile	Weeks 4-7
Triage and Scoring of Resumes	Week 8
- Search Committee Briefing (Slide Presentation)/Select Semifinalists - Candidates Complete Questionnaire and Online Interviews - Stage 1 Media Searches	Week 9
Deliverable: Semifinalist Briefing Books	Week 10
Search Committee Briefing/Select Finalist Candidates	Week 11
- Comprehensive Media Search Stage 2 - Comprehensive Background Screening Report - Candidates Complete DiSC Management Assessment - Candidates Complete I-OPT Assessment	Weeks 12-13
Deliverable: Finalist Briefing Books	Week 14
- Conduct Interviews - Deliberations - Reference Checks - Negotiations - Announcement/Press Release	Week 15

****Each search timeline is different based on the particular needs of the organization. SGR has completed searches in as little as 45 days, although this is not the recommended approach. We have also extended searches well beyond 15 weeks, based on the preference of the client.***

TAB 7

Project Cost

All-Inclusive Not-to-Exceed Maximum Price

Professional Services Fee:	\$ 18,500
<u>Expenses Not-to-Exceed:</u>	<u>\$ 6,500</u>
All-Inclusive, Not-to-Exceed Maximum Price:	\$ 25,000*

Expense Items (*Included in Not-to-Exceed Price Above*)

SGR considers incidentals to be covered by the professional services fee, and we do not bill the client for any expenses except for those explicitly detailed herein.

Expense items include:

- Professional production of a high quality brochure. This brochure (typically 3-4 pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
- Ad placement in appropriate professional publications, including trade journals and websites, and related advertising to announce the position. This is billed at actual cost, with no markup for overhead.
- Printing of documents and materials. Reproduction costs for reports and briefing books presented to the client at 23 cents per copy, plus the cost of binders/binding. Flash drives are billed at \$10 each.
- Online interviews. There is a cost of \$200 for each recorded online interview. SGR recommends conducting online interviews at the semifinalist stage (up to 8 semifinalists).
- Psychometric Assessments. There is a cost of \$150 per candidate for the DiSC Management Profile. There is a cost of \$150 per candidate for the I-OPT Assessment as well (up to 4 finalists).
- Comprehensive Media Reports – Stage 2. There is a cost of \$350 per candidate. SGR recommends conducting Stage 2 media searches on the finalist candidates (up to 4 finalists).
- Comprehensive Background Investigation Reports. There is a cost of \$300 per candidate for comprehensive background screening reports prepared by our licensed private investigations provider. SGR recommends conducting comprehensive background investigations on the finalist candidates (up to 4 finalists).
- Travel and related costs for the Project Manager incurred for the benefit of the client. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.

***Supplemental Services**

The supplemental services listed below are not included in the maximum price above. These include:

- Candidate Travel. Candidates are typically reimbursed directly by the client for travel expenses. If the client prefers a different arrangement for candidate travel, SGR will be glad to accommodate the client's wishes.
- Recruitment video. SGR offers the option of a customized recruitment video for a cost of \$5,000.
- Post-Hire Team Building Analysis. A half-day onsite workshop is \$4,000, plus travel expenses, and \$150 per person for I-OPT reports (if reports were not previously completed as part of the search process), which include Individual Analysis Report, Emotional Impact Management Report, Change Management Report, and Team Management Report. Two-Person Reports can be ordered for an additional fee of \$50 per report.
- Site Visits to Communities of Finalist Candidates. If desired, the Project Manager will travel to the communities of the finalist candidates to conduct onsite visits. Site visits will be charged at a day rate of \$1,000 per day, plus travel expenses.
- In the unexpected event the client shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
- If the client desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Billing

Professional fees for the search are billed in three equal installments during the course of the search. The initial installment is billed after the Organizational Inquiry and Analysis is completed and the position profile has been created. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the search. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.

TAB 8

Provision of Service Guarantee

SGR guarantees that you will be satisfied with the results of the search process, or we will repeat the entire process at no additional professional fee until you find a candidate that you desire. Additionally, if you select a candidate (that has been fully vetted through our recruitment process) who resigns or is released within 24 months of their hire date, SGR will repeat the process at no additional professional fee to the client. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

TAB 9

References

Jon Amundson, Assistant City Manager
City of Richland, Washington (pop. 47,000)
Email: jamundson@ci.richland.wa.us
Phone: 509-942-7380

Lynn Barboza, Human Resources Manager
City of Las Vegas, Nevada (pop. 567,000)
Email: lbarboza@lasvegasnevada.gov
Phone: 702-229-4879

Matt Mueller, Town Manager
Town of Little Elm, Texas (pop. 5,100)
Email: mmueller@littleelm.org
Phone: 214-975-0405

Tom Hayden, Mayor
Town of Flower Mound, Texas (pop. 67,000)
Email: mayor@flower-mound.com
Phone: 214-384-1105

Randy Rhoads, Mayor
City of Lee's Summit, Missouri (pop. 92,000)
Email: randy.rhoads@cityofls.net
Phone: 816-969-1030

Alan Guard, City Manager
City of Chickasha, Oklahoma (pop. 17,000)
Email: aguard@chickasha.org
Phone: 405-222-6045

Tim Pogue, Mayor
Haley Morrison, HR Director
City of Ballwin, Missouri (pop. 30,000)
Email: tpogue@ballwin.mo.us
Email: hmorrison@ballwin.mo.us
Phone: 314-605-8714

TAB 10

Recent City Manager and Deputy/Assistant City Manager Searches

2015

City/Town Manager

- Abilene, Texas (pop. 118,000)
- Altus, Oklahoma (pop. 19,000)
- Alvin, Texas (pop. 23,000)
- Amarillo, Texas (pop. 189,000) – in process
- Arcadia, Florida (pop. 7,500)*
- Azle, Texas (pop. 11,500)
- Baytown, Texas (pop. 70,000)
- Ballwin, Missouri (pop. 30,000)
- Bedford, Texas (pop. 49,000)
- Bridgeport, Texas (pop. 6,000)
- Casper, Wyoming (53,500)
- Georgetown, Texas (pop. 50,000)
- Granbury, Texas (pop. 6,800)
- Guthrie, Oklahoma (pop. 10,000)
- Hot Springs, Arkansas (39,000) – in process
- Kaufman, Texas (pop. 8,900)
- Lamesa, Texas (pop. 9,300)
- Missouri City, Texas (pop. 74,000)
- Montgomery, Texas (pop. 600)
- Muskegon Heights, Michigan (pop. 11,500) – in process
- Northglenn, Colorado (pop. 34,000) – in process
- Port Lavaca, Texas (pop. 11,000) – in process
- Sealy, Texas (pop. 6,000)
- St. Charles, Missouri (pop. 65,000) – in process
- Stillwater, Oklahoma (pop. 46,000) – in process

Deputy/Assistant City Manager

- Amarillo, Texas, ACM (pop. 195,000) – in process
- Bellevue, Washington, DCM (126,600) – in process
- Fort Worth, Texas, ACM (pop. 790,000)
- Georgetown, Texas, ACM (50,000)
- Waco, Texas, ACM (pop. 129,000)

2014**City/Town Manager**

- Chapel Hill, Tennessee (pop. 1,500)*
- Converse, Texas (pop. 19,500)*
- Duncanville, Texas (pop. 36,400)
- Fate, Texas (pop. 7,000)
- Galveston, Texas (pop. 56,000)*
- Joshua, Texas (pop. 6,000)
- Kilgore, Texas (pop. 13,000)
- Kyle, Texas (pop. 30,500)
- Lindale, Texas (pop. 5,000)
- Miami, Oklahoma (pop. 13,500)
- Nolensville, Tennessee (pop. 3,100)*
- Port Arthur, Texas (pop. 56,700)
- Port Lavaca, Texas (pop. 11,000)*
- Stephenville, Texas (pop. 17,400)
- Tyler, Texas (pop. 98,800)

Deputy/Assistant City Manager

- Addison, Texas, DCM (pop. 15,700)
- Denison, Texas, ACM (pop. 24,000)
- El Paso, Texas, DCM-Transportation and Public Works (672,000)*
- Manhattan, Kansas, ACM (pop. 56,000)*
- Plainview, Texas, ACM (pop. 3,200)*

2013**City/Town Manager**

- Bellaire, Texas (pop. 17,000)
- Big Spring, Texas (pop. 27,500)*
- Burien, Washington (pop. 49,000)
- Burkburnett, Texas (pop. 10,500)
- College Station, Texas (pop. 98,000)
- Delray Beach, Florida (pop. 62,000)*
- Fate, Texas (pop. 800)
- Ferris, Texas (pop. 2,500)
- Henderson, Texas (pop. 14,000)
- League City, Texas (pop. 88,000)
- Manhattan, Kansas (pop. 56,000)*
- Owasso, Oklahoma (pop. 31, 500)
- Pearland, Texas (pop. 96,000)
- San Marcos, Texas (pop. 50,000)
- Sikeston, Missouri (pop. 16,000)
- South Padre Island, Texas (pop. 3,000)
- Wills Point, Texas (pop. 3,500)

Deputy/Assistant City Manager

- Amarillo, Texas, ACM- Development Services (pop. 195,000)
- Cape Girardeau, Missouri, ACM-Development Services (pop. 38,500)*
- Cape Girardeau, Missouri, ACM-Administrative Services (pop. 38,500)*
- McKinney, Texas, DCM (pop. 143,000)*
- Orange County, North Carolina, ACM (pop. 138,000)*

2012**City Manager**

- Argyle, Texas (pop. 3,500)
- Bainbridge Island, Washington (pop. 23,000)
- Breckenridge, Texas (pop. 5,500)
- Burkburnett, Texas (pop. 11,000)
- Canton, Texas (pop. 3,500)
- Cleveland, Texas (pop. 7,600)
- Duncanville, Texas (pop. 39,000)
- Elk City, Oklahoma (pop. 12,000)
- Fate, Texas (pop. 7,500)
- Flower Mound, Texas (pop. 67,500)
- Guthrie, Oklahoma (pop. 10,500)*
- Hot Springs, Arkansas (pop. 35,000)
- Huntsville, Texas (pop. 39,500)
- Jacksboro, Texas (pop. 4,000)
- La Porte, Texas (pop. 34,500)
- Little Elm, Texas (pop. 28,500)
- Miami, Oklahoma (pop. 13,500)
- Paris, Texas (pop. 25,000)
- Piney Point Village, Texas (pop. 3,200)*
- Rockwall, Texas (pop. 39,000)
- San Angelo, Texas (pop. 95,500)
- Texarkana, Texas (pop. 37,000)
- Van Alstyne, Texas (pop. 3,000)
- Willow Park, Texas (pop. 4,000)

Deputy/Assistant City Manager

- Brentwood, Tennessee, ACM (pop. 39,000)*
- Cedar Park, Texas, ACM (pop. 58,000)
- Corpus Christi, Texas, ACM (pop. 312,000)
- Victoria, Texas, ACM (pop. 64,000)*

2011

City Manager

- Breckenridge, Texas (pop. 5,500)
- College Station, Texas (pop. 98,000)*
- Gonzales, Texas (pop. 7,000)
- Kilgore, Texas (pop. 13,500)
- Van Alstyne, Texas (pop. 3,000)
- Yoakum, Texas (pop. 5,500)

2010

City Manager

- Amarillo, Texas (pop. 195,000)
- Burkburnett, Texas (pop. 10,500)
- Denison, Texas (pop. 23,000)

Deputy/Assistant City Manager

- Midland, Texas, ACM (pop. 119,000)*

*Component based services include, but are not limited to, social media and marketing, application management, psychometric assessments, background investigation reports, media search reports, reference checks, and resume evaluations.

Population numbers are approximate. Resource: www.City-Data.com

Abilene, Texas	Chapel Hill, Tennessee	Galveston, Texas
Addison, Texas	Chickasha, Oklahoma	Georgetown, Texas
Alamo Heights, Texas	Cleveland, Texas	Gonzales, Texas
Alice, Texas	College Station, Texas	Granbury, Texas
Allen, Texas	Colleyville, Texas	Grand Prairie, Texas
Altus, Oklahoma	Colorado River Municipal Water District, Texas	Grapevine, Texas
Alvin, Texas	Commerce, Texas	Greenville, Texas
Amarillo, Texas	Converse, Texas	Guthrie, Oklahoma
Anna, Texas	Copper Canyon, Texas	Hancock County Port & Harbor Commission, Mississippi
Arcadia, Florida	Corpus Christi, Texas	Harris County ESD No. 48, Texas
Argyle, Texas	Dalhart, Texas	Henderson, Texas
Arlington, Texas	Delray Beach, Florida	Hewitt, Texas
Atlanta, Texas	Denison, Texas	Highland Park, Texas
Azle, Texas	Denton, Texas	Hot Springs, Arkansas
Bainbridge Island, Washington	Denton County Fresh Water Supply District 1-A, Texas	Hudson Oaks, Texas
Ballwin, Missouri	Duncanville, Texas	Huntsville, Texas
Baytown, Texas	El Paso, Texas	Hutchinson, Kansas
Bedford, Texas	El Paso MPO, Texas	Hutto EDC, Texas
Bellaire, Texas	Elk City, Oklahoma	Irving, Texas
Big Spring, Texas	Fairview, Texas	Jacksboro, Texas
Breckenridge, Texas	Farmers Branch, Texas	Jacksonville Development Corporation, Texas
Brentwood, Tennessee	Farmersville, Texas	Joshua, Texas
Bridgeport, Texas	Farmington, New Mexico	Kalamazoo County Consolidated Dispatch Authority, Michigan
Burkburnett, Texas	Fate, Texas	Kaufman, Texas
Burleson, Texas	Ferris, Texas	Keller, Texas
Burien, Washington	Flower Mound, Texas	Kilgore, Texas
Burnet, Texas	Forney, Texas	Kyle, Texas
Canton, Texas	Fort Worth, Texas	La Porte, Texas
Cape Girardeau, Missouri	Freeport, Texas	Lakeland, Florida
Casper, Wyoming	Friendswood, Texas	
Cedar Hill, Texas	Gainesville, Texas	
Cedar Park, Texas		

Lakeway, Texas	North Texas Emergency Communications Center, Texas	Sealy, Texas
Lamesa, Texas	Orange County, North Carolina	Shoreline, Washington
Lancaster, Texas	Overland Park, Kansas	Shreveport, Louisiana
Las Vegas, Nevada	Owasso, Oklahoma	Sikeston, Missouri
Lawton, Oklahoma	Palestine, Texas	Socorro, Texas
League City, Texas	Paris, Texas	Southlake, Texas
Leander, Texas	Pearland, Texas	South Padre Island, Texas
Lenexa, Kansas	Piney Point Village, Texas	St. Charles, Missouri
Levelland, Texas	Plainview, Texas	Stephenville, Texas
Lewisville, Texas	Plano, Texas	Sugar Land, Texas
Lindale, Texas	Port Arthur, Texas	Sunny Isles Beach, Florida
Little Elm, Texas	Port Lavaca, Texas	Temple, Texas
Longview, Texas	Port Neches, Texas	Terrell, Texas
Lorena, Texas	Prosper, Texas	Texarkana, Texas
Los Lunas, New Mexico	Red Oak, Texas	TexAmericas Center, Texas
Lufkin, Texas	Richardson, Texas	Thompson's Station, Tennessee
Manhattan, Kansas	Richland, Washington	Tomball, Texas
McKinney, Texas	Richland Hills, Texas	Trophy Club, Texas
McKinney EDC, Texas	Riverbend Water District, Texas	Tyler, Texas
Memorial Villages PD, Texas	Rockwall, Texas	Van Alstyne, Texas
Miami, Oklahoma	Round Rock, Texas	Victoria, Texas
Midland, Texas	Rowlett, Texas	Waco, Texas
Midlothian, Texas EDC	Royse City, Texas	Washoe County, Nevada
Missouri City, Texas	Sachse, Texas	Waxahachie, Texas
Montgomery, Texas	San Angelo, Texas	Weatherford, Texas
Mount Pleasant, Tennessee	San Marcos/Hays County EMS, Texas	Westlake, Texas
Mount Pleasant, Texas	San Marcos, Texas	West Lake Hills, Texas
Mustang, Oklahoma	Seabrook, Texas	Westworth Village, Texas
Nolensville, Tennessee	Seagoville, Texas	Wheat Ridge, Colorado
North Richland Hills, Texas		Willow Park, Texas
		Wills Point, Texas
		Yoakum, Texas

Administration

City Manager/City Administrator
 Deputy City Manager
 Assistant City Manager
 Assistant County Manager
 City Secretary

Administrative Services/Internal Services

Administrative Services Director
 Manager of Town Services
 Management Assistant
 Director of Operations and Maintenance
 Chief Performance Officer
 Human Resources/Civil Services Director
 Director of Human Resources & Risk Management
 Intergovernmental Services Manager
 Fleet Equipment Services Manager
 Facilities Services Manager
 Assistant Municipal Garage Superintendent
 Fixed-Base Operator Services
 Arts Director

Animal Services/Environmental Health

Animal Services Manager
 Animal Shelter Manager
 Animal Welfare Director
 Animal Welfare Manager
 Chief Medical Examiner
 Environmental Health Director
 Assistant Director of Code Compliance/Animal Welfare
 Director of Regional Animal Services
 Executive Director of Animal Services

Development Services

Community Development Director/Manager
 Development Services Director
 Neighborhood Services Director
 Property Management Director
 Deputy Director of Development Services
 Tourism and Community Development Director
 Community Services Administrator
 Senior Building Inspector/Building Inspector
 Chief Building Official
 Building Official
 City Inspector
 New Urbanist

Economic Development, CVB

Assistant Economic Development Director
 CVB Executive Director
 Downtown Development Director
 Economic Development Director/Executive Director
 Economic Development Corporation President/CEO

Executive Director of Port & Harbor Commission
 Vice President/Chief Econ Development Officer

Finance

Finance Director
 Chief Financial Officer
 Finance Manager
 Assistant Director of Finance
 Deputy Director of Finance
 Finance Controller/Auditor/Comptroller
 Senior Accountant
 Budget Officer

Information Technology

IT Director
 Chief Technology Officer/Chief Information Officer
 IT Assistant Director
 IT Manager
 IT Manager (Police Department)
 IT Developer
 GIS Manager
 Senior Software Developer

Legal

City Attorney (Individual and Firm)
 First Assistant City Attorney
 Assistant City Attorney
 Court Administrator

Library

Library Director
 Librarian

Marketing and Community Engagement

Director of Marketing and Community Engagement
 Community Relations Manager
 Community Services Director
 Public Relations Coordinator
 Public Information Officer

Metropolitan Planning Organization

Director of Metropolitan Planning Organization

Museum

Museum Director

Parks and Recreation

Parks and Recreation Director
 Park Superintendent
 Program Area Manager (Parks)
 Recreation Superintendent

Public Safety/EMS/Emergency Management

Emergency Management Coordinator
EMS Executive Director
Executive Director
Police Chief
Assistant Police Chief
Fire Chief
Assistant Fire Chief
Lieutenant

Public Works/Utilities/ Engineering

City Engineer
Assistant City Engineer
Director of Public Services
Public Works Director
Public Works Assistant Director
Water District Executive Director
Water District General Manager
Planning & Engineering Director
Director of Projects & Engineering
Director of Engineering & Environmental Services
Engineering Project Manager
City Planner
Chief Plant Operator
Assistant Utilities Director
Director of Utilities
Engineering Services Manager for Water District
Assistant General Manager for Water District

TAB 11

Unsolicited Feedback Regarding SGR's Performance

Following are a few unsolicited quotes from emails we have received. This unsolicited feedback demonstrates that our practice of using the Golden Rule to determine how we treat everyone leaves no doubt in the minds of both clients and candidates that we are truly superior to the competition. We do not include names to avoid the suggestion of an endorsement, which is prohibited under the ICMA Code of Ethics.

July 2015: "You have been 'top notch' in your communication and willingness to share resources."

June 2015: "Please allow me to tell you how very much I appreciate your kind and thoughtful e-mail. Civility and class never go out of style."

May 2015: "Thank you for the update. While it may not end positively for me, this has been one of the best experiences I have had during my search. I appreciate how [Executive Recruiter] and your organization have managed the entire process."

April 2015: "I'm very impressed with how well SGR works on recruitment. I really appreciated all of the follow-up emails and how much communication you provide. Should any city I work for in the future seek an executive recruitment, I would not hesitate to recommend SGR."

April 2015: "This is the most informative and personable search communication that I've ever received from an executive search firm. Kudos to you! I've been receiving the notification updates."

March 2015: "Thanks, [Executive Recruiter]. You and [SGR staff] made it an enjoyable experience and I am very pleased with the results. I hope we don't need your services anytime soon, but if we do, I will call you first.]

January 2015: "Even though it didn't work out, I appreciate you and your staff at SGR. Very professional and helpful; simply the best."

November 2014: "It was a pleasure working with you and your team, [Executive Recruiter]. SGR is a great organization and I'm very proud to work with you all!"

November 2014: "Thank you for your time and consideration. The communication received during this process was outstanding and very rare to receive in today's world. Thanks again."

October 2014: "Fantastic, you are making this whole process easy, informative and pleasant. Thank you for your attention and patience."

September 2014: "Thanks for all your great work. Your team is the best!"

August 2014: "Amazing customer service. It is so obvious that your whole team really cares and is very passionate about what they do. It is the best I have ever experienced."

August 2014: "Thanks for the great news! My experience during this process has been excellent. It can be unnerving to be on this side of the recruitment. You and your team have provided excellent communications and updates. Your efforts are greatly appreciated. I am very pleased to continue in the process."

August 2014: "Thanks so much for the quick response. I just have to ask - do you folks work 24/7? I get emails from you, [SGR staff] and Ron on the weekends, late at night, early in the morning. I must say, I've been in local government a long time and have never experienced a firm as responsive, prompt, courteous, and informative you all at SGR. You guys are fantastic!"

July 2014: "Not the news I was hoping for, but I'm glad you have such a great field of candidates. Once again, from my experience, you and your team execute the most professional search!"

July 2014: "I wanted to thank you for the great job that [Executive Recruiter] has done on our position. She was responsive to our needs and did a superb job of organizing and presenting the candidates. It has made our job much easier in moving forward in the process. It is great to be able to work with professionals like [Executive Recruiter] in the difficult task of finding the right individuals for our organization."

July 2014: "I was very impressed with our meeting and I feel like you were really listening to all the concerns and suggestions of the committee. Thank you very much for keeping me posted and I look forward to hearing from you soon."

July 2014: "Thank you for the professional handling of this search and the communication to the candidates. Makes us feel very much appreciated and not just 'another number'."

July 2014: "Thank you for letting me know the status of the search process. I appreciate the informative and timely updates from both you and [SGR staff]. I wasn't familiar with your firm prior to this search and am most impressed with the high level of personal service and professionalism that I have experienced over the past week."

July 2014: "I just want to thank you for the work that [Executive Recruiter] and SGR did on our recent Fire Chief search. Once again, you guys knocked it out of the park. [Executive Recruiter] was extremely accommodating, extremely accessible and extremely patient. He even indulged me when I asked tons of questions. You both are such great guys. I feel privileged to work with you guys and consider you friends. Thanks again."

July 2014: "I just wanted to take a moment and validate what I am sure you already know...your staff is top shelf! I recently went through the [city] [position] search with your company and everybody that I worked with at SGR was stellar; it was a pleasure working with each of them. [SGR staff] and especially [Executive Recruiter] were true professionals and kept me abreast of the process every step of the way with no surprises. It speaks volumes about SGR that you can attract and retain such quality individuals."

June 2014: "The selection process has ended for me as the [city] has gone with another candidate but I wanted to express my thanks to you for the assistance you provided me

during my preparation. The information you provided was valuable and assisted me greatly. Thank you again, and I wish you and SGR all the best in the future.”

June 2014: “I can already tell the SGR executive recruitment process is quite an experience. You and your team do a great job and I have no doubt you drive additional business through your courtesy and responsiveness to candidates. In short, extremely well done!”

June 2014: “Thanks for keeping us all updated...it speaks volumes for SGR's corporate culture and your personal integrity. I know that you know full well what we go thru. You guys are awesome and no matter the outcome of this process I will chalk it up to another positive experience with working with SGR.”

May 2014: “We really appreciate all your help. Note: every candidate complimented [Executive Recruiter] and SGR!”

April 2014: “My compliments again to SGR and the [city] on a well-organized, innovative, and highly responsive recruitment process.”

March 2014: “I really appreciate all your help from start to finish in our search for a new city manager. I will definitely call you the next time we have an opening we need help filling. There is no doubt we, as a city, made the right decision to select SGR to bring us quality candidates.”

March 2014: “Just a brief note to thank you both, and particularly [Executive Recruiter], for the professional and thorough search effort. Our final selection of [candidate] received unanimous support. This result speaks to the merits of the SGR process in recruiting and selecting the kind of top talent we were after.”

October 2013: “I cannot begin to thank [SGR] enough for the services that were provided. SGR did an incredible job with this search. It ran very smoothly and efficiently. I cannot think of one thing that could be improved. Thank you so much!”

October 2013: “Just a short note to thank you for the multiple communications regarding your search. You folks are a class act as one rarely hears a thing from a search these days.”

September 2013: “Thank you so much for a superb effort in assisting us in a search for [position]. ... I would recommend SGR to anyone. Your process is one that is highly likely to lead to success, certainly more so than a typical head-hunting outfit.”

September 2013: “This was without a doubt as professional as I have seen. You did an amazing job. I look forward to working with you in the future. Thank again.”

September 2013: “Thank you for the professionalism that you brought to this community when it was needed the most.”

July 2013: “Just a brief note to say thank-you for considering me for [position]. While I am obviously disappointed in the final outcome, I cannot help but view the overall experience positively...I would also like to thank you for your professionalism through the process. You are a credit to your firm, and do all of us who serve the public a great service.”

July 2013: “On behalf of [Department Head] and our entire HR team, I just want to thank you and your team members for making this search such a smooth and easy process for us.”

June 2013: “I want you to know that [Executive Recruiter] did a fantastic job for us. He got us an outstanding list of applicants, made excellent recommendations regarding who we should be considering, and it was just a really terrific effort on SGR’s part all the way around. [SGR staff] was most helpful during the posting process and wonderful to deal with over the phone. Your company added tremendous value to the process.”

June 2013: “I am impressed with the technology, thoroughness and professionalism of SGR in the selection process you’re conducting for [client].”

May 2013: “THANK YOU FOR ALL YOUR ASSISTANCE! What an AMAZING team at SGR... I’m loving this experience working with you all.”

May 2013: “Just wanted to pass along my sincere THANKS to you and [Executive Recruiter]. [SGR’s] efforts to support our search for [position] were extremely professional and meshed well with our constrained timeline. We feel confidence that the candidate selected will perform to our high level of expectation. Thanks again.”

April 2013: “It has been a pleasure being considered for the position [with client]. Although not chosen for the position, I feel I am better prepared for future interviews (live or recorded) due to my interaction with Strategic Government Resources. The level of professionalism shown by your entire staff at SGR has been exemplary. Throughout the entire process phone messages and emails were returned promptly, enabling me to become more prepared for the interview process. If I can be of any assistance to you in the future, please do not hesitate to call upon me.”

March 2013: “...having been part of a few national searches over the past year, I sincerely appreciate the prompt and meaningful communication you and your firm embraced in this process. It made it a refreshing experience.”

February 2013: “[Executive Recruiter] and SGR deserve significant credit for not only helping us find the best fit for our community but moreover for being an integral component in ensuring the [client] has vital human resources necessary to meet [department] challenges ahead and excel beyond the goals set before us. For your guidance and expertise, we are truly appreciative.”

January 2013: “Thank you. The fact that you have continually taken the initiative to keep me up to date speaks volumes to your ethics and professionalism. Quite honestly, both of these qualities have become less evident in the field.”

December 2012: “Your firm and employees have a level of caring and customer service our organization aspires to. You have made excellence of product and service the standard for your firm. You guys are one of very few firms (maybe the only one I know of) that has made superior customer service its everyday standard to the point where even great customer service would be a letdown.”

November 2012: “Thanks for the simple and continuous communications throughout the process. I have submitted over 20 applications and you are the only one that has provided communication throughout. I truly appreciate the communication in a tough process to find employment.”

November 2012: “I wanted to thank you for an outstanding experience regardless of eventual outcome. [The search] was very well done, head and shoulders above any past experience that I have had...well done and thanks!”

September 2012: “I have really enjoyed being able to participate in the recruitment process to date. I was especially intrigued with the use of online interview technology...I also really like the way you’ve organized the First Year Game Plan exercise. It’s a really neat way for the candidates, city staff and council members to get to know one another better before the formal interviews take place.”

September 2012: “Like many in the city manager profession, I have experienced and participated in a number of different search processes as a candidate as well as employer. The search process for the [client] City Manager position was my first experience with a search conducted by SGR. Without question, your process was the most thorough search I have experienced in 25 years and dozens of searches. As a candidate, I felt the process challenged me to be extremely well-informed about the position and the community. In addition, all SGR representatives provided me with accurate, timely and complete information throughout the search process. Congratulations and thank you!”

June 2012: “Again, I want to THANK YOU and your staff I have had the pleasure to work with. There definitely is a reason you are swamped with searches. The “Golden Rule” is serving SGR well. Please know that [staff members] have all been great and they have certainly helped me through this transition.”

June 2012: “Our organization continues to be delighted with our search results. When we made the commitment to take [the department] to the next level we only hope our search would equip us with the tools...man, did we get what we were looking for!”

TAB 12



CITY OF BALLWIN, MISSOURI

City Administrator Position Profile

THE COMMUNITY

Located in the heart of prestigious West St. Louis County, Ballwin, Missouri is a dynamic community of more than 30,000 residents. Covering 10 square miles, the city is ideally situated in the St. Louis Metro area with easy access to Interstates 270, 64, and 44. Ballwin is the fifth largest city in St. Louis County which has a population of more than 1 million people. Ballwin is located 30 minutes from the St. Louis–Lambert International Airport and only 40 minutes from downtown St. Louis.

Ballwin was founded in 1800 by John and Mary Bray Ball. The town's original name was Ballshow and was changed to Ballwin in 1837. Ballwin grew from a small town with few homes and businesses to a small village of 750 people when it was incorporated on December 29, 1950 as a City of the Fourth Class under Missouri Law.

Named as **“One of the Best Places to Live”** by *Money Magazine* in 2005, 2011, and again in 2013, Ballwin prides itself on the wide range of programs and services available to its residents. Consistently recognized as one of the safest and best places to raise a family, Ballwin was designated **“2nd Safest City in Missouri”** and **“9th Safest City in the US”** by Neighborhood Scout. In 2012, Ballwin was named by both *Businessweek* and *Family Circle* magazines as a **“Top City for Family”** and one of the **“Best 10 Towns for Families”** respectively. In 2014 Ballwin was recognized as the **#7 Top Small City in Missouri** by Cities-Journal.com.

Ballwin offers a wide range of quality of life amenities. Two state-of-the-art recreational facilities, The Pointe at Ballwin Commons Community Center and North Pointe Family Aquatic Center, provide exceptional opportunities for family fun, leisure time, and personal fitness. Ballwin's municipal golf course is recognized as the best public nine-hole facility in the area and was acclaimed with the prestigious **“Editor's Choice Award”** by *St. Louis* magazine as **“Best Quality Golf.”**

Beautiful Vlasie Park is the crown jewel of the City's parks system and covers 31 acres featuring baseball diamonds, tennis courts, ponds, a pavilion, volleyball courts, and an array of outdoor and recreational elements. The park is home to the annual Ballwin Days festival featuring activities for the entire family including a parade, carnival rides, fireworks, live entertainment, and the Ballwin Days 5K and 1 Mile Run.

Residents and visitors enjoy easy access to various professional sports teams including the St. Louis Cardinals, the St. Louis Blues, and the St. Louis Rams. With Castlewood State Park and Meramac River nearby, there are ample opportunities for a variety of outdoor adventures.





City of Ballwin, Missouri // City Administrator Position Profile

THE COMMUNITY, continued

Quality education is a priority in Ballwin. The community is served by two AAA rated districts. The premiere Rockwood School District serves 21,351 students in grades Pre-K through 12 on 30 campuses. Rockwood SD is recognized for high student achievement, outstanding teachers and staff, and great community support. Parkway School District serves 17,148 students in grades Pre-K through 12. Parkway's college entrance exam scores are among the best in the county and the District has 14 nationally recognized "Blue Ribbon" schools of excellence. Additionally, Parkway is accredited and recognized for "Distinction in Performance for High Achievement," the highest rating available by the Missouri Department of Elementary and Secondary Education.

Several major universities and colleges are located nearby including Washington University, St. Louis University, Maryville University of St. Louis, Missouri Baptist University, Webster University, St. Louis Community College, Lindenwood University, and University of Missouri-St. Louis.

The median income in Ballwin is \$81,351, and the average home price is \$210,000.

GOVERNANCE & ORGANIZATION

The City of Ballwin operates under a Mayor-Alderman-City Administrator form of government. The Mayor and eight Aldermen make up the governing body and serve two-year terms. The Mayor is elected at large, and two Aldermen are elected from each of four wards. The City Administrator is the chief administrative official of the City and is responsible to the Mayor and Alderman for the day-to-day operations of the organization. The City Administrator is designated by ordinance to retain authority for all personnel decisions.

The City has 142 employees organized into four departments including Administration, Parks and Recreation, Police, and Public Works. Administration encompasses legislation, public relations, occupancy/building permits and inspections, code enforcement, planning, zoning, licensing, finance, human resources, and municipal court.

The City has a 2015 operating budget of \$18.9 million. There has been no municipal property tax since 1987, and City services are financed primarily by sales tax, utility gross receipts taxes, and recreational revenues. Real estate taxes are collected by St. Louis County, the area school districts, and other governmental agencies. The utility tax rate is 7% and the sales tax rate is 8.113%.





City of Ballwin, Missouri // City Administrator Position Profile

LEADERSHIP & INNOVATION

There will be several key issues for the new City Administrator to address:

- Currently under review is the method of pooled sales tax distribution to municipalities in St. Louis County. Regardless, the new City Administrator should be prepared to explore viable new revenue sources to augment sales tax revenues.
- Several long-tenured department directors are expected to retire in the next three to seven years. It will be essential that the new City Administrator prepare for succession management and glean the significant “institutional memory” from these key staff members.
- Retention and attraction of retail businesses will be an important goal to ensure Ballwin’s continued economic growth in the region.
- The City seeks an initiative to encourage development of housing options for residents aged 55 and over with the City Administrator playing an important role in devising a plan.
- As with many communities, Ballwin has aging housing stock and aging infrastructure. The new City Administrator will need to develop a strategy to address these issues.
- The City Administrator will lead the development of a new city hall facility.



IDEAL CANDIDATE

The City of Ballwin has a very stable governing board. The Mayor and Aldermen seek a new City Administrator to lead the organization that includes a long-tenured senior staff and a dedicated work force that delivers a slate of high quality municipal services to residents. The current City Administrator is retiring after serving Ballwin in that role for 27 years.

The ideal candidate will:

- Desire to make Ballwin home for the long term
- Be energetic, yet have a calm and diplomatic leadership style
- Lead by example, maintain positive staff morale, and reward good work efforts
- Possess excellent presentation skills
- Be skilled at providing guidance to the governing board
- Have demonstrated knowledge of information technology and the use of social media
- Be active in the community
- Embrace innovation and be an “idea” person
- Have the ability to establish a leadership position among the city managers in St. Louis County





City of Ballwin, Missouri // City Administrator Position Profile

EDUCATION & EXPERIENCE

A Bachelor's Degree in public or business administration or a related field from an accredited college or university is required. A Master's Degree is required. The new City Administrator must have seven years of city management experience in a comparable community, or assistant city management experience in a larger city. Experience in a suburban community is a plus.

COMPENSATION & BENEFITS

The salary range for this position is \$120,000 - \$150,000 depending on qualifications and experience. The City participates in Missouri's Local Government Employees' Retirement System (LAGERS), and a full range of leave and insurance benefits is also provided. It is preferred that the chosen candidate establish residency in Ballwin. A car allowance and a relocation expense reimbursement are also provided.

APPLICATION PROCESS

Please apply online at <http://bit.ly/SGRCurrentSearches>

For more information on this position, contact:

Gary Holland, Senior Vice President
Strategic Government Resources
GaryHolland@GovernmentResource.com
405-269-3445

The position is open until filled. To view the status of this position, please visit:
<http://bit.ly/SGRCurrentSearches>

The City of Ballwin is an Equal Opportunity Employer and values diversity in its workforce. Applicants selected as finalists for this position will be subject to a comprehensive background check.

RESOURCES

City of Ballwin, MO
www.ballwin.mo.us

Parkway School District
www.parkwayschools.net

Rockwood School District
www.rockwood.k12.mo.us



TAB 13

420

**Background Screening Report**

First Check
PO BOX 92033
Southlake, TX 76092
Phone: 888-588-2525 / 888-588-2525
Fax: 888-213-9341

FILE NUMBER	70100	REPORT DATE	04-02-2015
REPORT TO	STRATEGIC GOVERNMENT RESOURCES (20002) 1117 Bourland Rd Keller, TX 76248 Phone: 214-676-1691 Fax: -	ORDER DATE	04-02-2015 MELISSA VALENTINE
		TYPE	EXECUTIVE SEARCH - BACKGROUND CHECK

Application Information

APPLICANT	TESTCASE, JANET	SSN	XXX-XX-6789	DOB	10-05-1962
ADDRESS(ES)	19 FOREST DR	CITY / STATE / ZIP	BEDROCK, TX 75214		

Identity Development**Person Search - SSN TRACE/ ADDRESS VERIF**

RESULTS	Records Found			
SSN SEARCHED	XXX-XX-6789	SEARCH DATE	04-02-2015 1:48 PM MDT	
		Applicant Information		
FULL NAME / SSN	DOB	ADDRESS	PHONE	REPORTED DATE(S)
JANET TESTCASE		19 FOREST HILL BEDROCK, TX County: HIDALGO		First: 2015-01-16 Last: 2015-04-02
JANET LYNN TESTCASE	1962-10-05	19 FOREST HILL BEDROCK, TX County: HIDALGO	(954)547-3984	First: 1995-02-13 Last: 2015-04-02
JANET TESTCASE	1962-10-05	19 FOREST HILL BEDROCK, TX County: HIDALGO		First: 1995-02-13 Last: 2015-04-02
JANET L TESTCASE		7863 SLEEPING LILY DR LAS VEGAS, MO 89178 County: JACKSON	(702)812-1460	First: 1991-12-31 Last: 1996-05-23

SSN Information

SSN	VALID	ISSUED LOCATION	ISSUED DATE RANGE
XXX-XX-6789	Y		1975-1976

WARNING: This search may not be used as the basis for an adverse action on an applicant. It should only be used to verify or correct an applicant's information, or as a tool to further research of public records or other verifications.

Credit**Credit Summary**

TOTAL TRADELINES	0	30 DAYS LATE	0
CURRENTLY SATISFACTORY	0	60 DAYS LATE	0
CURRENTLY DELINQUENT	0	90 DAYS LATE	0
PREVIOUSLY DELINQUENT	0	NEWEST TRADE	
COLLECTION/CHR OFFS	0/0	OLDEST TRADE	
PUBLIC RECORDS	0	INQUIRIES	0

Financial Summary

	#	PAYMENT	TTL BALANCE	PAST DUE	UTILIZATION
MORTGAGE	0	\$0	\$0	\$0	
INSTALLMENT	0	\$0	\$0	\$0	
OPEN	0	\$0	\$0	\$0	
REVOLVING	0	\$0	\$0	\$0	
OTHER	0	\$0	\$0	\$0	
	0	\$0	\$0	\$0	

Warning: Use careful judgment the past due column of this financial summary may possibly combine amounts of an original creditor with amounts from a collection agency collecting for the original creditor. A single debt could be included as a trade amount and with the collection agency. In a few cases, this single debt can appear as a judgment in the public records section, as well.

Variations**Personal Information Comparison**

420

421

APPLICANT	NAME	SOC SEC	DOB	AKA					
TU	TESTCASE, JANET	XXX-XX-6789	10/05/1962						
TU	TESTCASE, JANET	MISMATCH							
Address Comparison									
APPLICANT	ADDRESS	REPORTED							
TU	19 FOREST DR , BEDROCK, TX 75214	04-02-2015							
Employment Comparison									
	COMPANY	POSITION	REPORTED						
NO EMPLOYERS DEVELOPED									
Credit Bureau Report									
Credit History									
CREDITOR	OPENING DATE MONTHS REVIEWED	REPORTED DATE DLA	HIGH CREDIT	BALANCE	PAST DUE AMOUNT	HISTORICAL TIMES PAST DUE 30 60 90+	TYPE TERMS	PRESENT STATUS	E C O A
NO TRADELINES DEVELOPED									
ECOA KEY: B = BORROWER; C = CO-BORROWER; S = SHARED; J = JOINT; U = UNDESIGNATED; A = AUTHORIZED USER									
Public Records									
NO PUBLIC RECORDS DEVELOPED									
Prior Inquiries									
CREDITOR	INQUIRY TYPE	DATE	SRC	KIND OF BUSINESS	ECOA				
NO PRIOR INQUIRIES DEVELOPED									
Repository Remarks									
TU	High Risk Fraud Alert;Available and Clear (H01)								
TU	A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT								

PARA INFORMACION EN ESPANOL, VISITE WWW.CONSUMERFINANCE.GOV/LEARNMORE O ESCRIBE A LA CONSUMER FINANCIAL PROTECTION BUREAU, 1700 G STREET N.W., WASHINGTON,DC 20006.

THE FEDERAL FAIR CREDIT REPORTING ACT (FCRA) PROMOTES THE ACCURACY, FAIRNESS, AND PRIVACY OF INFORMATION IN THE FILES OF CONSUMER REPORTING AGENCIES. THERE ARE MANY TYPES OF CONSUMER REPORTING AGENCIES, INCLUDING CREDIT BUREAUS AND SPECIALTY AGENCIES (SUCH AS AGENCIES THAT SELL INFORMATION ABOUT CHECK WRITING HISTORIES, MEDICAL RECORDS, AND RENTAL HISTORY RECORDS). HERE IS A SUMMARY OF YOUR MAJOR RIGHTS UNDER THE FCRA. FOR MORE INFORMATION, INCLUDING INFORMATION ABOUT ADDITIONAL RIGHTS, GO TO WWW.CONSUMERFINANCE.GOV/LEARNMORE, OR WRITE TO: CONSUMER FINANCIAL PROTECTION BUREAU, 1700 G STREET N.W., WASHINGTON, DC 20006.

- YOU MUST BE TOLD IF INFORMATION IN YOUR FILE HAS BEEN USED AGAINST YOU. ANYONE WHO USES A CREDIT REPORT OR ANOTHER TYPE OF CONSUMER REPORT TO DENY YOUR APPLICATION FOR CREDIT, INSURANCE, OR EMPLOYMENT - OR TO TAKE ANOTHER ADVERSE ACTION AGAINST YOU - MUST TELL YOU, AND MUST GIVE YOU THE NAME, ADDRESS, AND PHONE NUMBER OF THE AGENCY THAT PROVIDED THE INFORMATION.

- YOU HAVE THE RIGHT TO KNOW WHAT IS IN YOUR FILE. YOU MAY REQUEST AND OBTAIN ALL THE INFORMATION ABOUT YOU IN THE FILES OF A CONSUMER REPORTING AGENCY (YOUR "FILE DISCLOSURE"). YOU WILL BE REQUIRED TO PROVIDE PROPER IDENTIFICATION, WHICH MAY INCLUDE YOUR SOCIAL SECURITY NUMBER. IN MANY CASES, THE DISCLOSURE WILL BE FREE. YOU ARE ENTITLED TO A FREE FILE DISCLOSURE IF:

- A PERSON HAS TAKEN ADVERSE ACTION AGAINST YOU BECAUSE OF INFORMATION IN YOUR CREDIT REPORT;
- YOU ARE THE VICTIM OF IDENTITY THEFT AND PLACE A FRAUD ALERT IN YOUR FILE;
- YOUR FILE CONTAINS INACCURATE INFORMATION AS A RESULT OF FRAUD;
- YOU ARE ON PUBLIC ASSISTANCE;
- YOU ARE UNEMPLOYED BUT EXPECT TO APPLY FOR EMPLOYMENT WITHIN 60 DAYS.

IN ADDITION, ALL CONSUMERS ARE ENTITLED TO ONE FREE DISCLOSURE EVERY 12 MONTHS UPON REQUEST FROM EACH NATIONWIDE CREDIT BUREAU AND FROM NATIONWIDE SPECIALTY CONSUMER REPORTING AGENCIES. SEE WWW.CONSUMERFINANCE.GOV/LEARNMORE FOR MORE INFORMATION.

- YOU HAVE THE RIGHT TO ASK FOR A CREDIT SCORE. CREDIT SCORES ARE NUMERICAL SUMMARIES OF YOUR CREDIT-WORTHINESS BASED ON INFORMATION FROM CREDIT BUREAUS. YOU MAY REQUEST A CREDIT SCORE FROM CONSUMER REPORTING AGENCIES THAT CREATE SCORES OR DISTRIBUTE SCORES USED IN RESIDENTIAL REAL PROPERTY LOANS, BUT YOU WILL HAVE TO PAY FOR IT. IN SOME MORTGAGE TRANSACTIONS, YOU WILL RECEIVE CREDIT SCORE INFORMATION FOR FREE FROM THE MORTGAGE LENDER.

- YOU HAVE THE RIGHT TO DISPUTE INCOMPLETE OR INACCURATE INFORMATION. IF YOU IDENTIFY INFORMATION IN YOUR FILE THAT IS INCOMPLETE OR INACCURATE, AND REPORT IT TO THE CONSUMER REPORTING AGENCY, THE AGENCY MUST INVESTIGATE UNLESS YOUR DISPUTE IS FRIVOLOUS. SEE WWW.CONSUMERFINANCE.GOV/LEARNMORE FOR AN EXPLANATION OF DISPUTE PROCEDURES.

- CONSUMER REPORTING AGENCIES MUST CORRECT OR DELETE INACCURATE, INCOMPLETE, OR UNVERIFIABLE INFORMATION. INACCURATE, INCOMPLETE, OR UNVERIFIABLE INFORMATION MUST BE REMOVED OR CORRECTED, USUALLY WITHIN 30 DAYS. HOWEVER A CONSUMER REPORTING AGENCY MAY CONTINUE TO REPORT INFORMATION IT HAS VERIFIED AS ACCURATE.

421

422

- CONSUMER REPORTING AGENCIES MAY NOT REPORT OUTDATED NEGATIVE INFORMATION. IN MOST CASES, A CONSUMER REPORTING AGENCY MAY NOT REPORT NEGATIVE INFORMATION THAT IS MORE THAN SEVEN YEARS OLD, OR BANKRUPTCIES THAT ARE MORE THAN 10 YEARS OLD.

- ACCESS TO YOUR FILE IS LIMITED. A CONSUMER REPORTING AGENCY MAY PROVIDE INFORMATION ABOUT YOU ONLY TO PEOPLE WITH A VALID NEED - USUALLY TO CONSIDER AN APPLICATION WITH A CREDITOR, INSURER, EMPLOYER, LANDLORD, OR OTHER BUSINESS. THE FCRA SPECIFIES THOSE WITH A VALID NEED FOR ACCESS.

- YOU MUST GIVE YOUR CONSENT FOR REPORTS TO BE PROVIDED TO EMPLOYERS. A CONSUMER REPORTING AGENCY MAY NOT GIVE OUT INFORMATION ABOUT YOU TO YOUR EMPLOYER, OR A POTENTIAL EMPLOYER, WITHOUT YOUR WRITTEN CONSENT GIVEN TO THE EMPLOYER. WRITTEN CONSENT GENERALLY IS NOT REQUIRED IN THE TRUCKING INDUSTRY. FOR MORE INFORMATION, GO TO WWW.CONSUMERFINANCE.GOV/LEARNMORE.

- YOU MAY LIMIT "PRESCREENED" OFFERS OF CREDIT AND INSURANCE YOU GET BASED ON INFORMATION IN YOUR CREDIT REPORT. UNSOLICITED "PRESCREENED" OFFERS FOR CREDIT AND INSURANCE MUST INCLUDE A TOLL-FREE PHONE NUMBER YOU CAN CALL IF YOU CHOOSE TO REMOVE YOUR NAME AND ADDRESS FROM THE LISTS THESE OFFERS ARE BASED ON. YOU MAY OPT-OUT WITH THE NATIONWIDE CREDIT BUREAUS AT 1-888-567-8688 (888-5OPTOUT).

- YOU MAY SEEK DAMAGES FROM VIOLATORS. IF A CONSUMER REPORTING AGENCY, OR, IN SOME CASES, A USER OF CONSUMER REPORTS OR A FURNISHER OF INFORMATION TO A CONSUMER REPORTING AGENCY VIOLATES THE FCRA, YOU MAY BE ABLE TO SUE IN STATE OR FEDERAL COURT.

- IDENTITY THEFT VICTIMS AND ACTIVE DUTY MILITARY PERSONNEL HAVE ADDITIONAL RIGHTS. FOR MORE INFORMATION, VISIT WWW.CONSUMERFINANCE.GOV/LEARNMORE.

STATES MAY ENFORCE THE FCRA, AND MANY STATES HAVE THEIR OWN CONSUMER REPORTING LAWS. IN SOME CASES, YOU MAY HAVE MORE RIGHTS UNDER STATE LAW. FOR MORE INFORMATION, CONTACT YOUR STATE OR LOCAL CONSUMER PROTECTION AGENCY OR YOUR STATE ATTORNEY GENERAL. FOR INFORMATION ABOUT YOUR FEDERAL RIGHTS, CONTACT:

TYPE OF BUSINESS:	CONTACT:
1.a. BANKS, SAVINGS ASSOCIATIONS, AND CREDIT UNIONS WITH TOTAL ASSETS OF OVER \$10 BILLION AND THEIR AFFILIATES	BUREAU OF CONSUMER FINANCIAL PROTECTION 1700 G STREET NW WASHINGTON, DC 20006
b. SUCH AFFILIATES THAT ARE NOT BANKS, SAVINGS ASSOCIATIONS, OR CREDIT UNIONS ALSO SHOULD LIST, IN ADDITION TO THE BUREAU:	FEDERAL TRADE COMMISSION CONSUMER RESPONSE CENTER -FCRA WASHINGTON, DC 20580 1-877-382-4357
2. TO THE EXTENT NOT INCLUDED IN ITEM 1 ABOVE:	OFFICE OF THE COMPTROLLER OF THE CURRENCY
a. NATIONAL BANKS, FEDERAL SAVINGS ASSOCIATIONS, AND FEDERAL BRANCHES AND FEDERAL AGENCIES OF FOREIGN BANKS	CUSTOMER ASSISTANCE GROUP 1301 MCKINNEY STREET, SUITE 3450 HOUSTON, TX 77010-9050 1-800-613-6743
b. STATE MEMBER BANKS, BRANCHES AND AGENCIES OF FOREIGN BANKS (OTHER THAN FEDERAL BRANCHES, FEDERAL AGENCIES AND INSURED STATE BRANCHES OF FOREIGN BANKS), COMMERCIAL LENDING COMPANIES OWNED OR CONTROLLED BY FOREIGN BANKS, AND ORGANIZATIONS OPERATING UNDER SECTION 25 OR 25A OF THE FEDERAL RESERVE ACT	FEDERAL RESERVE CONSUMER HELP (FRCH) PO BOX 1200 MINNEAPOLIS, MN 55480 1-888-851-1920 WEBSITE ADDRESS: WWW.FEDERALRESERVECONSUMERHELP.GOV EMAIL ADDRESS: CONSUMERHELP@FEDERALRESERVE.GOV
c. NONMEMBER INSURED BANKS, INSURED STATE BRANCHES OF FOREIGN BANKS, AND INSURED STATE SAVINGS ASSOCIATIONS	FDIC CONSUMER RESPONSE CENTER 1100 WALNUT STREET BOX #11 KANSAS CITY, MO 64106
d. FEDERAL CREDIT UNIONS	NATIONAL CREDIT UNION ADMINISTRATION OFFICE OF CONSUMER PROTECTION (OCP) DIVISION OF CONSUMER COMPLIANCE AND OUTREACH (DCCO) 1775 DUKE STREET ALEXANDRIA, VA 22314 1-703-519-4600
3. AIR CARRIERS	ASST. GENERAL COUNSEL FOR AVIATION ENFORCEMENT & PROCEEDINGS DEPARTMENT OF TRANSPORTATION 400 SEVENTH STREET SW WASHINGTON, DC 20590 1-202-366-1306

422

423

- | | |
|---|--|
| 4. CREDITORS SUBJECT TO SURFACE
TRANSPORTATION BOARD | OFFICE OF PROCEEDINGS, SURFACE
TRANSPORTATION BOARD
DEPARTMENT OF TRANSPORTATION
1925 K STREET NW
WASHINGTON, DC 20423 |
| 5. CREDITORS SUBJECT TO PACKERS AND
STOCKYARDS ACT | NEAREST PACKERS AND STOCKYARDS
ADMINISTRATION AREA SUPERVISOR |
| 6. SMALL BUSINESS INVESTMENT COMPANIES | ASSOCIATE DEPUTY ADMINISTRATOR FOR
CAPITAL ACCESS
UNITED STATES SMALL BUSINESS
ADMINISTRATION
406 THIRD STREET, SW, 8TH FLOOR
WASHINGTON, DC 20416 |
| 7. BROKERS AND DEALERS | SECURITIES AND EXCHANGE COMMISSION
100 F ST NE
WASHINGTON, DC 20549 |
| 8. FEDERAL LAND BANKS, FEDERAL LAND
BANK ASSOCIATIONS, FEDERAL
INTERMEDIATE CREDIT BANKS, AND
PRODUCTION CREDIT ASSOCIATIONS | FARM CREDIT ADMINISTRATION
1501 FARM CREDIT DRIVE
MCLEAN, VA 22102-5090 |
| 9. RETAILERS, FINANCE COMPANIES, AND
ALL OTHER CREDITORS NOT LISTED ABOVE | FTC REGIONAL OFFICE FOR REGION IN
WHICH THE CREDITOR OPERATES OR
FEDERAL TRADE COMMISSION: CONSUMER
RESPONSE CENTER- FCRA
WASHINGTON, DC 20580
1-877-382-4357 |

Source Information**Creditors**

CREDITOR	SUB CODE	ADDRESS	PHONE
----------	----------	---------	-------

NO CREDITORS DEVELOPED

Submission Results

APPLICANT	BUREAU	DATE	RESULT
APPLICANT	TRANSUNION	04-02-2015 02:39:39 PM	NO RECORD FOUND

Repository Referral

TransUnion Consumer Relations
www.transunion.com/myoptions
2 Baldwin Place
P.O. Box 1000
Chester, PA 19022
800-888-4213

Comments***** End of Credit Report *******Investigative****County Criminal Records Search**

RESULTS	Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:50 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	10 years
JURISDICTION	TX-HIDALGO		

***** Abstract *****

NAME ON RECORD	JANET L TESTCASE	CASE NUMBER	CR- 1234565656
DOB ON RECORD	10/05/1962	COURT	DISTRICT
OTHER IDENTIFIERS		FILE DATE	03/04/2010
OTHER INFO			

Count-1

TYPE	MISD CLASS B	OFFENSE	DRIVING WHILE INTOXICATED
DISPOSITION	CONVICTED		
DISPOSITION DATE	10/01/2010	OFFENSE DATE	03/04/2010
SENTENCE	18 MOS PROBATION/ \$1000.00 FINE		
OTHER INFO	PROBATION EXPIRED: 04/06/2012		
COMMENT			

WARNING: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. First Check does not guarantee the accuracy or truthfulness of

423

424

the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

COUNTY WANTS AND WARRANT

NO REPORTABLE RECORDS FOUND - DALLAS COUNTY
JANET TESTCASE

State Criminal Records Search

RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:46 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	10 years
JURISDICTION	TEXAS		

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched at least two personal identifiers (i.e., Name, SSN, Date of Birth, Address) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Federal Criminal Records Search

RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:47 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	10 years
JURISDICTION	TEXAS NORTHERN		

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched at least two personal identifiers (i.e., Name, SSN, Date of Birth, Address) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

InstaCriminal National Search

RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:30 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	
JURISDICTION	NATIONWIDE		
JURISDICTION(S) SEARCHED			

The search you have selected is a search of our criminal database(s) and may not represent 100% coverage of all criminal records in all jurisdictions and/or sources. Coverage details available upon request.

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by federal and state law. 'No Reportable Records Found' means that our researchers could not locate a record that matched at least two personal identifiers (i.e., Name, SSN, Date of Birth, Address) for the subject in that jurisdiction. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Global Homeland Security Search

RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:30 PM MDT
SOURCES	Alabama Medicaid - Suspended Providers, America's Most Wanted Fugitive List, Australia Sex Offender Registry, Australian Dept of Foreign Affairs and Trade - Sanctions List, Australian Reserve Bank Sanctions List, Bank of England Sanctions List, California Medi-Cal - Suspended and Ineligible Providers, Connecticut Dept of Social Services - Admin Actions List, DEA Diversion Control Program - Admin Actions against Doctors, DEA Diversion Control Program - Cases against Doctors, Delaware Adult Abuse Registry, Directorate of Defense Trade Controls - Debarred Parties List, European Union Terrorism Sanctions List, FDA Office of Regulatory Affairs - Debarment List, FDA Office of Regulatory Affairs - Warning Letters, Federal Deposit Insurance Corporation (FDIC) - Failed Bank List, Federal Deposit Insurance Corporation (FDIC) - Enforcement Decisions and Orders, Federal Reserve Board - Enforcement Actions, FinCEN - Enforcement Actions, FINRA - Disciplinary Actions, Florida Medicaid - Sanctioned Providers, Fugitive List, Health Resources and Services Administration - Health Education Assistance Loan - Defaulted Borrowers, HM Treasury - Consolidated List of Financial Sanctions, HM Treasury - Investment Ban List, Hong Kong Securities and Futures Commission (SFC) - Enforcement Actions, HUD - Limited Denials of Participation List, Idaho Medicaid Provider - Exclusion List, Illinois Casino Exclusion List, Illinois Office of Inspector General - Sanctioned Providers, Immigration and Customs Enforcement (ICE) - Most Wanted, Interpol Most Wanted, Japan Ministry of Economy, Trade, and Industry (METI) - End User List, Kansas Dept of Health and Environment - Abuse Registry, Kentucky Medicaid - Excluded Providers, Maryland Medicaid - Exclusion List, MIPT Terrorism Knowledge Base, Mississippi Medicaid - Excluded Providers, Missouri Casino Exclusion List, Monetary Authority of Singapore - Enforcement Actions, National Credit Union Administration (NCUA) - Administrative Orders, Naval Criminal Investigative Service (NCIS) - Most Wanted Fugitives, Nevada Gaming Control Board - Excluded Person List, New Jersey Casino Exclusion List, New Jersey Dept of Treasury - Debarment List, New York Office of the Medicaid Inspector General - Exclusion List, New York Stock Exchange Regulation - Disciplinary Actions, Office of Foreign Assets Control (OFAC) - Specially Designated Nationals List, Office of Inspector General (OIG) - Health and Human Services Exclusion List, Office of Inspector General (OIG) - Most Wanted Health Care Fugitives, Office of Regulatory Affairs - Disqualified, Restricted and Assurances List for Clinical Investigators, Office of Research Integrity - Public Health Service - Administrative Actions List, Office of the Comptroller of Currency (OCC) - Enforcement Actions List, Office of the Superintendent of Financial Institutions (OSFI) - Canadian Sanctions List, Office of Thrift Supervision (OTS) - Enforcement Actions List, Ohio		

424

425

Medicaid - Sanctioned Providers, Ohio Medicaid - Suspended Providers, Palestinian Legislative Council List, Pennsylvania Medichcek - Precluded Providers List, Politically Exposed Persons List, SEC - Enforcement Actions, South Carolina Medicaid - Excluded Providers, Tennessee Dept of Health - Abuse Registry, Texas Employee Misconduct Registry, Texas Health and Human Services Commission Medicaid and Title XX Provider Exclusion List, TRICARE Sanctions List, UK Disqualified Directors List, United Nations Consolidated Sanctions List, US Commodity Futures Trading Commission (CFTC) - Disciplinary Actions, US Dept of Commerce - Denied Persons, Unverified, and Entity List, US Dept of Labor - Forced and Child Labor List, US Dept of State - Foreign Terrorist Organizations List, US Dept of State - Nonproliferation Sanctions, US Dept of State - Terrorist Exclusion List, US Dept of Treasury - Primary Money Laundering Concern List, US General Services Administration (GSA) - Excluded Parties List, World Bank Listing of Ineligible Individuals

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by applicable laws. 'No Reportable Records Found' means that our researchers could not locate a record that matched. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Sex Offender Records Search			
RESULTS	No Reportable Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:47 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	
JURISDICTION	TEXAS		

CAUTION: Based on the information provided First Check searched for public records in the sources referenced herein for criminal history information as permitted by applicable laws. 'No Reportable Records Found' means that our researchers could not locate a record that matched. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

County Civil Records Search			
RESULTS	Records Found		
NAME SEARCHED	TESTCASE, JANET	SEARCH DATE	04-02-2015 1:42 PM MDT
DOB SEARCHED	10-05-1962	SEARCH SCOPE	7 years
JURISDICTION	MO-OSAGE		
*** Abstract ***			
PLAINTIFF	JANET TESTCASE	CASE NUMBER	CV556566
DEFENDANT	CITY OF ROCKY ROAD	COURT NAME	COUNTY CT 456
FILE DATE	07/15/2011	JURISDICTION	
PLAINTIFF ATTORNEY	MARK A FISHER	CASE TYPE	CIVIL - HARASSMENT
DISPOSITION DATE	06/12/2012	DISPOSITION	JUDGMENT
COMMENT			

WARNING: Based on the information provided First Check searched for public records in the sources referenced herein for civil history information as permitted by federal and state law. 'Records Found' means that our researchers found a record(s) in that jurisdiction that matched the personal identifiers (i.e., Name, SSN, Date of Birth, Address) listed for the subject in the above abstract. First Check does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Information generated as a result of identity theft, including evidence of civil activity, may be inaccurately associated with the consumer who is the subject of this report. Further investigation into additional jurisdictions, or utilization of additional identifying information, may be warranted. Please call for assistance.

Credentials			
Education Verification			
RESPONSE RECEIVED	Yes		
INSTITUTION NAME	UNIVERSITY OF SYRACUSE	SEARCH DATE	04-02-2015 1:51 PM MDT
CITY, STATE	SYRACUSE, NY	CONTACT	WRITTEN/ SC
INSTITUTION PHONE	N/A	SUBJECT	JANET TESTCASE
INSTITUTION FAX			
INSTITUTION EMAIL			
SOCIAL SECURITY	SUBJECT-PROVIDED INFORMATION	INSTITUTION-PROVIDED INFORMATION	
DATES CLAIMED	MAY 2013	123-45-6789	
DEGREE(S) CLAIMED	MASTERS OF PUBLIC ADMIN	DATE AWARDED: 05/15/2013	
MAJOR(S) CLAIMED	PUBLIC ADMINISTRATION	MASTERS PUBLIC ADMIN	
GPA CLAIMED		PUBLIC ADMINISTRATION	
HONORS CLAIMED			
ATTENDING NAME			
COMMENTS			

Instant Driving Records	
RESULTS	License Found

425

426

STATE OF ISSUE	Texas	SEARCH DATE	04-02-2015 1:37 PM MDT
LICENSE NUMBER	09555186		
License Number:	01234567		
License State:	TX		
Full Name:	TESTCASE, JANET		
DOB:	1962-10-05		
Address:	19 FOREST DRIVE BEDROCK, TX 79501		

License Info

Status:	CLEAR
Class:	C
Class Description:	Non-Comm. C - Single or comb veh , not in class A or B
Expiration Date:	2018-10-05
Original Issue Date:	1978-03-16

Other License Info

Report Message:	NO ENTRIES FOUND FOR THIS PERSON
MVR Status:	MVR found
MVR History Length:	3
MVR Score:	A valid driver license (active, clear, eligible, valid, etc) with at least 3 years of history and a clear MVR. (0)

Messages

Alert: Requested last name(TESTCASE) did not match.
Commercial Driver License (CDL) Indicator: N
THIS TYPE OF RECORD WILL NOT REFLECT COMPLETION OF A DRIVING SAFETY COURSE.
THIS RECORD REFLECTS CONVICTIONS AND CRASH INVOLVEMENTS THAT ARE ALLOWED TO BE
DISPLAYED BY LAW.

WARNING: Confidential Information - To Be Used As Per State And Federal Laws. Misuse May Result In A Criminal Prosecution.

426

427

COMPREHENSIVE REPORT

Subject Information: (Best Information for Subject)**Name:** JANET L TESTCASE DOB:10/05/1962**SSN:** 123-45-xxxx issued in TEXAS between 01/01/1975 and 12/31/1976**Age:** 31**Names Associated With Subject:**

JANET L TESTCASE LexID: 8071868866 DOB: 1962

JANET TESTCASE LexID: 8071868866 DOB: 10/05/1962
123-45-xxxx issued in TX**Others Associated With Subjects SSN:** (DOES NOT usually indicate any type of fraud or deception)
[None Found]**Comprehensive Report Summary:**

Names Associated With Subject:

2 Found

Others Associated With Subjects SSN:

None Found

 Address Summary:

2 Found

 Active Address(es):

1 Found

 Previous & Non-Verified Addr:

1 Found

 Possible Criminal Records:

None Found

 Sexual Offenses:

None Found

 Driver's License:

1 Found

 Motor Vehicles Registered:

1 Found

 Concealed Weapons Permit:

None Found

DEA Controlled Substances:

None Found

 Professional Licenses:

None Found

 Watercraft:

None Found

 Bankruptcies:

None Found

 Liens and Judgments:

None Found

 UCC Filings:

None Found

 Possible Properties Owned:

1 Found

 Possible Associates:

None Found

Address Summary:

19 FOREST DR , BEDROCK, TX 77469-1826, HIDALGO COUNTY (1995- Jan 2015)

12924 PECOS RD, KNOXVILLE TX 37934-0885, KNOX COUNTY (Feb 2002 - Jan 2015)

7404 TOWN CENTER BLVD APT 808, ROSENBERG TX 77471-6232, FORT BEND COUNTY (Apr 2011 - May 2014)

Utility Locator - Connect Date: 4/28/2011 21027 JAMES LONG CT, RICHMOND TX 77406-6453, FORT BEND COUNTY (Jun 2007 - Oct 2013)

1611 LAUREL AVE APT 303, KNOXVILLE TN 37916-2078, KNOX COUNTY (Oct 2005)

135 WHITE DR APT -2, TALLAHASSEE FL 32304-3090, LEON COUNTY (May 2004 - Jun 2004)

1505 W THARPE ST APT 3632, TALLAHASSEE FL 32303-4575, LEON COUNTY (Sep 2002 - Jan 2004)

Active Address(es):  19 FOREST HILL DR, BEDROCK, TX 77406-6453, HIDALGO COUNTY**Name Associated with Address:**

JANET TESTCASE

Current Residents at Address:

DAVID TESTCASE

Property Ownership Information for this Address**Property:**

Parcel Number - 5121-06-001-0320-901

Owner Name: DAVID WTESTCASE LexID: 2561089892

Owner Name 2: JANET TESTCASE LexID: 2561096692

Property Address: - 19 FOREST HILL, BEDROCK TX 77406-6453, HILDAGO COUNTY

Owner Address: 21027 JAMES LONG CT, RICHMOND TX 77406-6453, FORT BEND COUNTY

Sale Date - 05/29/1995

Sale Price - \$325,850

Subdivision Name - LONG MEADOW

Total Market Value - \$467,230

Assessed Value - \$443,810

Land Value - \$89,250

Improvement Value - \$377,980

427

428

Land Size - 13,299 Square Feet
 Year Built - 2006
 Seller Name: HOUSTON VILLAGE BUILDERS INC
 Legal Description - LONG MEADOW FARMS SEC 6, BLOCK 1, LOT 32
 Loan Amount - \$245,000
 Lender Name - CITIMORTGAGE
 Data Source - A

Previous And Non-Verified Address(es):

1118 MESSINA LN, RICHMOND TX 77469-1826, FORT BEND COUNTY (2014 - Jan 2015)

Name Associated with Address:

DAVID TESTCASE

Current Residents at Address:

STEVEN FRYER

Property Ownership Information for this Address**Property:**

Parcel Number - 6469-03-002-0010-901
 Owner Name: STEVEN FRYER LexID: 8071868866
 Property Address - 1118 MESSINA LN, RICHMOND TX 77469-1826, FORT BEND COUNTY
 Owner Address: 1118 MESSINA LN, RICHMOND TX 77469-1826, FORT BEND COUNTY
 Sale Date - 04/15/2014
 Seller Name: PULTE HOME OF TEXAS LP
 Loan Amount - \$149,168
 Loan Type - NEW CONVENTIONAL
 Data Source - B

1

 Possible Criminal Records:

[None Found]

 Sexual Offenses:

[None Found]

 Driver's License Information:

Name: JANET L TESTCASE
 LexID: 80718688
 DL Number: xxxxxxxx
 State: Texas
 License Address: 19 FOREST DR, BEDROCK TX 77469-1826, FORT BEND COUNTY
 DOB: 10/05/1962
 Potential SSN : 123-45-xxxx
 Issue Date: 05/09/2014
 Data Source: Governmental

 Motor Vehicles Registered To Subject: **Vehicle:**

Description: Gray Silver 2006 Toyota Camry - Sedan 4 Door
 VIN: 4T1BE30K26U67
 State Of Origin: TEXAS
 Engine: 4 Cylinder 144 Cubic Inch
 Anti Lock Brakes: 4 wheel standard
 Air Conditioning: Standard
 Daytime Running Lights: Standard
 Power Steering: Standard
 Power Brakes: Standard
 Power Windows: Standard
 Security System: Immobilizer and Alarm
 Roof: None / not available
 Price: 20375
 Radio: AM/FM CD
 Front Wheel Drive: Yes
 Four Wheel Drive: No
 Tilt Wheel: Unknown
 Data Source: Governmental

Registrant(s)

Record Type: CURRENT
 Name: JANET L TESTCASE
 LexID: 8071868866
 Potential SSN  : 123-45-xxxx
 Address: 19 FOREST HILL, BEDROCK TX 77469-1826, FORT BEND COUNTY
 DOB: 10/05/1962
 Sex: FEMALE

Tag Number: BD9B1
 License State: TX
 Earliest Registration Date: 10/1/2014
 Latest Registration Date: 10/1/2014
 Expiration Date: 9/30/2015
 License Plate Type: Private

 Concealed Weapons Permit:

[None Found]

 DEA Controlled Substances:

[None Found]

 Professional License(s):

[None Found]

 Watercraft:

428

429

[None Found]

 Bankruptcies:

[None Found]

 Liens and Judgments:

[None Found]

 UCC Filings:

[None Found]

 Possible Properties Owned by Subject: **Property:**

Parcel Number - 6469-03-002-0010-901
Owner Name: JANET L TESTCASE LexID: 8071868866
Property Address - 19 FOREST DR, BEDROCK TX 77469-1826, HIDALGO COUNTY

Sale Date - 04/15/2014
Seller Name: PULTE HOME OF TEXAS LP
Loan Amount - \$149,168
Loan Type - NEW CONVENTIONAL
Data Source - B

 Possible Associates:

NONE FOUND

Disclaimer

This report is furnished to you pursuant to the Agreement for Service between the parties and in compliance with the Fair Credit Reporting Act. This report is furnished based upon your certification that you have a permissible purpose to obtain the report. The information contained herein was obtained in good faith from sources deemed reliable, but the completeness or accuracy is not guaranteed.

***** End Of Report *****

429

TAB 14

(Attached as separate file)

MANAGEMENT PROFILE



ASSESSMENT TO ACTION.

Casey Tyler

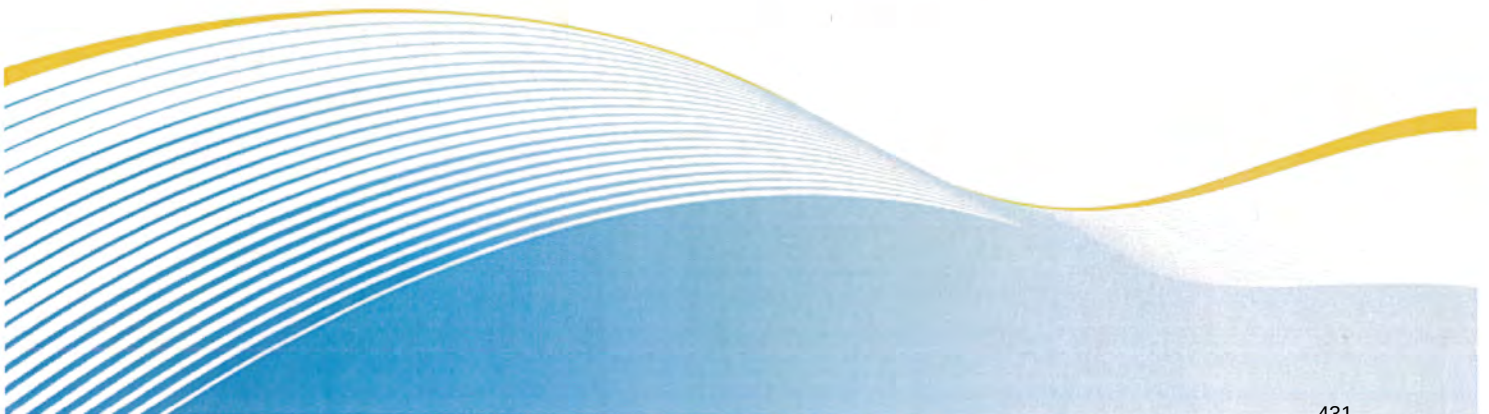
Thursday, June 12, 2014

This report is provided by:

Strategic Government Resources, Inc.
Ron Holifield
PO Box 1642
Keller, TX 76244
817-337-8581
www.GovernmentResource.com



WILEY



INTRODUCTION TO DiSC®

Welcome to Everything DiSC®

Casey, have you ever wondered why connecting with some people is easier for you than with others?

Maybe you've noticed that you have an easier time managing people who focus on creating lively environments and relationships.

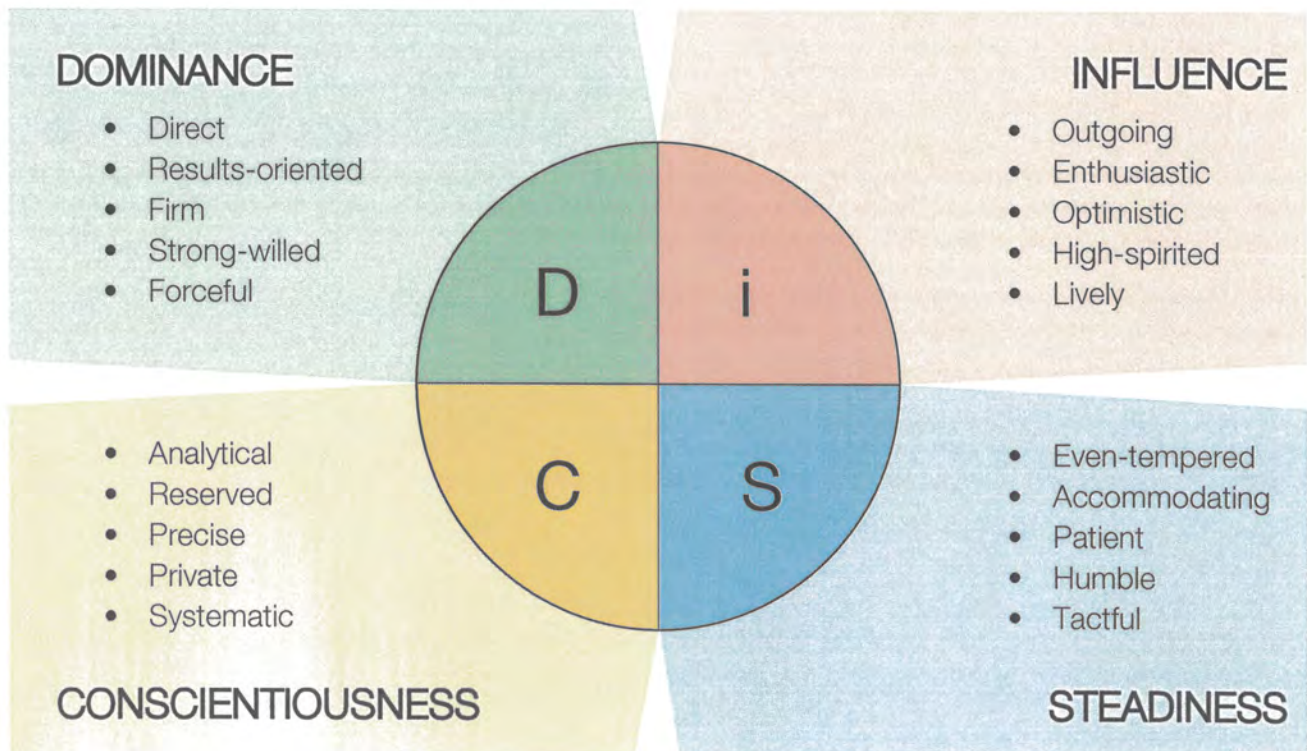
Or, maybe you're more comfortable working with those who take an optimistic, fast-paced approach than those who work at a steadier pace.

Or, perhaps you relate best to people who are more enthusiastic than analytical.

Everything DiSC® is a simple tool that offers information to help you understand yourself and others better—and this can be of tremendous use as a manager. This report uses your individual assessment data to provide a wealth of information about your management priorities and preferences. In addition, you'll learn how to connect better with people whose priorities and preferences differ from yours.

Cornerstone Principles

- ▶ All DiSC style are **equally valuable**, and people with all styles can be effective managers.
- ▶ Your management style is also influenced by **other factors** such as life experiences, education, and maturity.
- ▶ **Understanding yourself** better is the first step to becoming more effective with your employees and your manager.
- ▶ Learning about other people's DiSC styles can help you **understand their priorities** and how they may differ from your own.
- ▶ You can improve the quality of your management experience by using DiSC to build more **effective relationships**.



YOUR DiSC® OVERVIEW

How is this report personalized to you, Casey?

In order to get the most out of your *Everything DiSC Management® Profile*, you'll need to understand your personal map.

Your Dot

As you saw on the previous page, the Everything DiSC® model is made up of four basic styles: D, i, S, and C. Each style is divided into three regions. The picture to the right illustrates the 12 different regions where a person's dot might be located.

Your DiSC® Style: i

Your dot location indicates your DiSC style. Because your dot is located in the middle of the i region, you have an i style.

Keep in mind that everyone is a blend of all four styles, but most people tend strongly toward one or two styles. Whether your dot is in the center of one style or in a region that borders two, **no dot location is better than another**. All DiSC® styles are equal and valuable in their own ways.



Close to the Edge or Close to the Center?

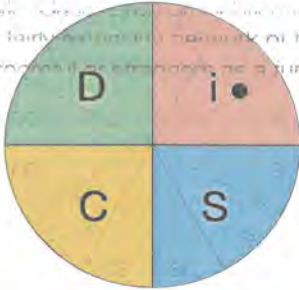
A dot's **distance from the edge** of the circle shows how naturally inclined a person is to encompass the characteristics of his or her DiSC style. A dot positioned toward the edge of the circle indicates a strong inclination toward the characteristics of the style. A dot located between the edge and the center of the circle indicates a moderate inclination. And a dot positioned close to the center of the circle indicates a slight inclination. A dot in the center of the circle is no better than one on the edge, and vice versa. Your dot location is near the edge of the circle, so you are **strongly inclined** and probably relate well to the characteristics associated with the i style.

Now that you know more about the personalization of your Everything DiSC Management Map, you'll read about the management priorities and preferences associated with the i style. Using this knowledge, you'll learn how to use Everything DiSC principles to improve your ability to direct, delegate, motivate, and develop others more successfully. Finally, you'll explore ways to work more effectively with your own manager.

YOUR DiSC® STYLE & DOT

Your Dot Tells a Story

Your DiSC Style Is: i



Like other managers with the i style, Casey, you probably enjoy relating to other people. You tend to have a fairly extensive network of friends and colleagues, and you may view a roomful of strangers as a fun opportunity to connect. Similarly, you're likely to get personal satisfaction out of introducing people who would not otherwise meet.

Because you're optimistic and enthusiastic, you may find it easy to get the people you manage excited about your goals and ideas. When you speak, you're likely to promote your opinions with passion. Many people probably find your enthusiasm contagious. However, those who are more skeptical may feel that you are overly optimistic at times.

When communicating, you tend to be expressive, and you may dial up your volume and gestures to get people's attention. Compared to most managers, you have a stronger urge to process your feelings by verbalizing them. At times, your somewhat talkative nature may cause you to monopolize conversations, particularly with those who are more soft-spoken.

In terms of time management, you like to have a variety of tasks on your plate and probably grow bored with routine. Most likely, you maintain your enthusiasm and drive under time pressure. Although you're often excited to start a new project, you may sometimes dive in without adequate planning or resources. Because you're probably confident in your ability to improvise, you may prefer a more free-flowing approach.

You probably enjoy making gut-instinct decisions, but you also tend to be accepting of other people's ideas. In fact, when people offer opinions or weigh in, you sometimes may be reluctant to give negative feedback for fear of being seen as the "bad guy." At times, your optimism may also cause you to overestimate your own abilities or misjudge the difficulty of a task.

You genuinely enjoy being around other people, so you probably encourage people to work collaboratively. Most likely, you see team brainstorming sessions as leading to endless possibilities, and you tend to actively solicit ideas from other people. However, because you naturally want to connect and collaborate with others, you may not always realize that some people require more personal space.

Like others with the i style, you may tie your self-worth closely to your social circle. You strive to make favorable impressions whenever possible, and you're most likely comfortable being the center of attention. In fact, you probably enjoy telling stories and entertaining others in a colorful, engaging way.

In conflict, you may be inclined to brush any unpleasantness under the rug for as long as possible. However, if your anger, frustration, or hurt reaches a breaking point, you may say things you later regret. For you, venting may feel like a therapeutic process, but it may make the people you manage highly uncomfortable.

Casey, like others with the i style, your most valuable contributions as a manager may include your ability to generate excitement, your high energy, and your desire to bring people together. In fact, these are probably some of the qualities that others admire most about you.

YOUR DiSC[®] PRIORITIES & SHADING

Your Shading Expands the Story

Casey, while your dot location and your DiSC[®] style can say a great deal about you, your map **shading** is also important.

The eight words around the Everything DiSC map are what we call **priorities**, or the primary areas where people focus their energy. The closer your shading comes to a priority, the more likely you are to focus your energy on that area. Everyone has at least three priorities, and sometimes people have four or five. **Having five priorities is no better than having three, and vice versa.**

Typically, people with the i style have shading that touches **Encouragement**, **Action**, and **Collaboration**. Your shading stretches to include **Support**, which isn't characteristic of your style.



What Priorities Shape *Your* Management Experience?

► Providing Encouragement

Casey, like other managers with the i style, you tend to value people's emotional needs and want members of your team to feel good about their contributions. Therefore, you probably take time to give people recognition and celebrate group victories. You focus on providing encouragement so people feel energized and optimistic about their work.

► Valuing Collaboration

You tend to recognize the importance of group effort, making it a key component of how you work. Most likely, you include others in important activities and decisions, and you may pride yourself on your ability to build team spirit by getting everyone involved. You value collaboration because you think it not only leads to better outcomes, but it makes the job more fun.

► Taking Action

Managers with the i style usually like excitement and fast movement. Most likely, you're energized by innovative, groundbreaking solutions, and you're eager to hit the ground running. In fact, your pace might be a bit fast for some of the people you manage, but rather than slow down, you may encourage them to catch up with you. Because you emphasize action, you may inspire your team to push forward quickly.

► Giving Support

Moreover, you place a high priority on supporting others, although this is not typical of the i style. You may prefer to have harmony in your relationships, and people probably know you're ready to help or listen patiently when needed. Because an orderly, peaceful environment is important to you, you're willing to put your own needs aside to give support to others.

YOUR MANAGEMENT PREFERENCES

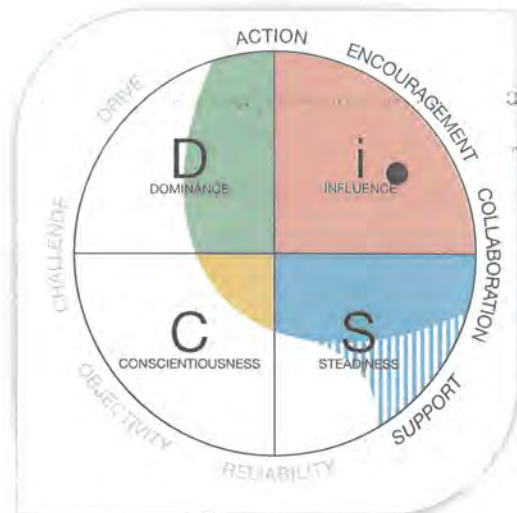
What Do You Enjoy About Managing?

Different people find different aspects of their work motivating. Like other people with the *i* style, you may enjoy working with others toward a common goal, and you may strive to create a high-energy environment where people can express themselves. In addition, you likely appreciate that management allows you to help others succeed in their professional development. Furthermore, you may appreciate the ability to foster a supportive environment where people listen to one another's needs, and this is less typical of the *i* style.

You probably enjoy many of the following aspects of your work:

MOTIVATORS

- Developing warm relationships with team members
- Keeping things moving
- Inspiring others to do their best
- Promoting creativity
- Building an optimistic mindset in others
- Getting people involved
- Increasing enthusiasm
- Supporting people when they express their concerns and frustrations
- Considering the needs and opinions of others



What do your priorities say about what motivates you and what you find stressful?

What Drains Your Energy as a Manager?

Then there are those management responsibilities that are stressful for you. Because you want to maintain friendly relationships and be well-liked, you may have problems pushing people to get results, especially if doing so requires you to confront them. Furthermore, you may dislike an atmosphere that feels dull or hinders your energetic pace. At the same time, unlike others with the *i* style, you may find it difficult to manage people who are too aggressive or combative.

Many of the following aspects of your work may be stressful for you:

STRESSORS

- Giving people unpleasant feedback
- Being forceful or insistent with others
- Making tough decisions independently
- Working steadily toward long-term goals
- Managing challenging or skeptical people
- Being unable to use your intuition
- Having to slow your pace
- Having to reprimand people
- Dealing with angry or argumentative people

YOUR DIRECTING & DELEGATING STYLE

As a manager, you may find that effectively directing and delegating to your employees is more complex than simply handing off an assignment with a "please" and "thank you." Perhaps you've noticed that individual employees respond positively to different types of instruction and feedback. Some want specific directions and welcome objective feedback, while others want just the opposite. Based on your DiSC® style and priorities, you have a natural approach to directing and delegating. However, to maximize satisfaction and productivity, it's important to consider how effective your approach may be with employees of different styles.

Casey, because you place a **strong emphasis on encouragement**, you tend to be optimistic about people and their abilities. Therefore, you usually give individuals the benefit of the doubt and may assign tasks to team members without making sure they have the skills to get the job done.

You also prefer to **collaborate**, and the people you manage may be empowered by your trust in their abilities. However, when situations require a more direct approach, you may have trouble being tough and holding people accountable.

Because you **focus on action**, you tend to be fast-paced when directing a team. You probably try to get others excited about their tasks, but you may occasionally be vague about the specifics in your eagerness to get people moving.

Furthermore, you tend to be **supportive**, which isn't typical for someone with the i style. As such, you usually make sure people know you're there to help when needed.



How Do You Approach Directing & Delegating?

STRENGTHS

- Giving direction in a friendly and positive manner
- Making people feel that they are important contributors
- Encouraging creativity in the execution of tasks
- Listening to people's concerns about assignments
- Getting people moving
- Making yourself available to help

CHALLENGES

- Pushing people to complete their tasks
- Judging people's abilities or competencies, without overestimating them
- Giving clear, detailed explanations
- Analyzing options before assigning a task
- Highlighting the importance of routine tasks
- Creating a reliable setting

DIRECTING & DELEGATING TO THE D STYLE

How Does the D Style Like to Work?

People with the D style prioritize the bottom line and are driven to get results. Furthermore, they are willing to take risks in pursuit of success, probably even more so than you. They strive for ambitious goals and want the freedom to make their own decisions without having to ask for input from other people. And because they value their independence, they may not share your preference to collaborate and work closely as a team. Their autonomy also makes them less likely to require the encouragement you frequently offer.



Potential Problems When Working Together

People with the D style are often questioning and skeptical, and they may challenge your authority if they disagree with your decisions. They don't share your focus on other people's feelings and may be blunt or assertive when expressing their opinions. And because you tend to assume the best in people, you may mistake their self-assured attitude as competence, even if they don't have the necessary skills or experience. In these cases, you may be surprised when they fail to deliver what you expected.

How to Be Effective with the D Style

Like you, people with the D style are fast-paced and want to work on exciting projects that will make a big impact. Therefore, encourage them to tackle more adventurous tasks. Give them freedom to decide on methods and tactics, but make sure they don't try to make decisions that exceed their qualifications. If they have exhibited sound judgment in the past, show respect for their bold ideas and decision-making ability. Given your i style, you may need to focus more closely on their skill level and make sure to check in more frequently if they lack experience.

If they're less experienced:

- Don't confuse confidence with competence.
- Review their plans before they move ahead.
- Check in often enough to make sure they're on track.
- Have them check with you before any risky decisions are made.
- Let them know that they will be given more autonomy as they gain experience.

If they're more experienced:

- Show them the most practical way to be productive.
- Be direct about the results you expect.
- Set a deadline and let them figure out how to proceed.
- Make sure they understand the consequences of their shortcuts.
- Specify the limits of their authority while still allowing for some autonomy.

DIRECTING & DELEGATING TO THE i STYLE

How Does the i Style Like to Work?

People who share your i style are generally upbeat and optimistic. You're both usually sociable and openly expressive, and they probably appreciate your tendency to provide them with encouragement. They typically share your enthusiasm for exciting tasks and your eagerness to interact with others. Furthermore, they're outgoing when it comes to expressing their thoughts and feelings. Just as you tend to be at ease when ideas and conversation flow freely, they may be most relaxed when they can be upfront about their needs.



Potential Problems When Working Together

People who share your i style like to work in a fun environment, and you both probably appreciate the social aspects of the job. Like you, they enjoy spending time with other people, channeling their high energy into collaborative efforts. However, at times, your "i" employees may allow social needs to take precedence over the bottom line, and you may neglect to push them for practical results. And because you may find it easy to develop friendly relationships with them, it may be difficult for you to give them negative feedback.

How to Be Effective with the i Style

Like you, these individuals tend to move quickly. Because they seek new or exciting projects, they may become restless if they are forced to work for long periods of time on routine tasks. They share your tendency to improvise and make spontaneous decisions. As a result, you may need to check in frequently with those who lack experience to make sure they are on track and meeting deadlines. For those who are more experienced, encourage creativity and experimentation, but make sure vital details or tasks don't slip through the cracks.

If they're less experienced:

- Make sure they don't lose track of details.
- Give them plenty of encouragement.
- Limit their socializing.
- Check their understanding since their enthusiasm might hide a lack of clarity.
- Hold them accountable for missed deadlines or skipped steps.

If they're more experienced:

- Allow them to take the lead in group settings.
- Make time to go over the details with them.
- Encourage them to keep moving forward.
- Acknowledge their contributions publicly.
- Keep them on track and on schedule.

DIRECTING & DELEGATING TO THE S STYLE

How Does the S Style Like to Work?

People with the S style tend to be accommodating and flexible, and you share their supportive nature even though it's less typical for someone with the i style. Therefore, they'll respond positively to your friendly manner and genuine interest in their needs. However, because they want to be sure they know exactly what is required, they want to be given clear guidance, yet may be too soft-spoken to ask for it. Consequently, you may need to make an extra effort to supply the step-by-step instruction that they like.



Potential Problems When Working Together

These individuals tend to make steady progress toward predictable goals, while you're more likely to rely on the power of enthusiasm and big ideas. Therefore, they may become uncomfortable if you delegate high-pressure tasks to them or urge them to take risks. They dislike dealing with abrupt changes, so your tendency to improvise and make quick adjustments may leave them disoriented. As a result, they may look for more stability from you, while you may become frustrated with their hesitancy to take chances.

How to Be Effective with the S Style

Like you, people with the S style may be most comfortable in friendly, cooperative environments. While they share your preference to collaborate with others, they will seldom push for more authority within the group because they are much more comfortable working behind the scenes. Give them step-by-step instructions and make sure they're comfortable with a task before setting them loose. If they have more experience, give them as much responsibility as you can, but make it clear that you're available to advise them when needed.

If they're less experienced:

- Give clear, step-by-step directions.
- Ask questions to confirm their understanding.
- Check in with them frequently.
- Refrain from giving them too much responsibility too quickly.
- Avoid pushing them to move ahead before they are ready.

If they're more experienced:

- Ask enough questions to elicit their concerns.
- Give them additional responsibilities when they seem ready for more challenges.
- Encourage them to take initiative.
- Make yourself available as an advisor.
- Ask them directly what kind of support they need.

DIRECTING & DELEGATING TO THE C STYLE

How Does the C Style Like to Work?

People with the C style relate best to clear objectives and fact-based ideas. They take time to analyze concepts and closely examine solutions. Because they rely on logic and objectivity, your tendency to make decisions based on gut instinct may frustrate them. Furthermore, they're comfortable working alone, and they may even avoid the collaboration that you prefer. In fact, they require only very minimal face time and appreciate environments that foster independence.



Potential Problems When Working Together

These individuals want to produce dependable outcomes, so they tend to thoroughly consider all the consequences before choosing a plan. They prefer to go over options and proposals carefully, which is in contrast to your tendency to move quickly. Therefore, they may become annoyed if you pressure them to multi-task or rush their efforts, and they may see your push for exciting options as careless or sloppy. In turn, you may think their tendency to go over solutions repeatedly stands in the way of progress.

How to Be Effective with the C Style

People with the C style want to work in an environment where they feel free to point out flaws and question inefficiencies. You may believe that their objections stifle creativity, but remember that they are more concerned with high quality and getting things right. Those with less experience may spend too much time analyzing and perfecting their work, so be sure to check in often enough to keep them on track. For those with more experience, allow more autonomy but set clear deadlines that keep them moving forward.

If they're less experienced:

- Avoid forcing them to collaborate unless it's necessary.
- Help them achieve quality without putting deadlines at risk.
- Communicate with clarity rather than enthusiasm.
- Make sure they have the resources they need.
- Check in to make sure they aren't getting bogged down.

If they're more experienced:

- Check in when necessary to ensure forward progress.
- Encourage them to ask for more direction if they need it.
- Listen to their concerns about quality.
- Allow them to work independently when possible.
- Give them opportunities to help solve complex issues.

MOTIVATION AND THE ENVIRONMENT YOU CREATE

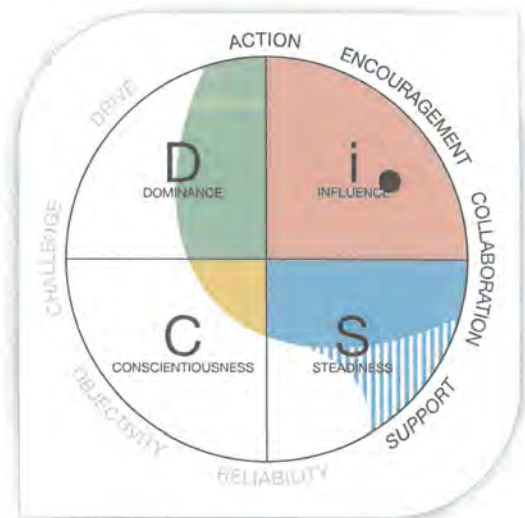
You can't motivate people. They have to motivate themselves. As a manager, however, you can create an environment where it's easy for people to find their own natural motivation. This means building an atmosphere that addresses employees' basic needs and preferences so they can do their best work, and you may naturally create a certain type of environment for those around you. It's important to understand the nature of this environment because it has a major impact on the motivation of the people you manage.

Casey, because you are **enthusiastic and encourage others**, the environment you likely create is one where people feel recognized and accepted. You probably help them see that work can be fun, and as a result, they may be more upbeat and optimistic about their tasks and contributions.

Most likely, your **tendency to take action** might help establish a high-energy setting where people want to get going and keep moving. The people you manage may be inspired by your fast pace, and your emphasis on forward momentum can help instill confidence that they are going to help make things happen quickly.

Similarly, your **strong preference for collaboration** may strengthen the bond among team members, which is often essential for reaching goals. People who feel that group efforts are appreciated are more likely to seek opportunities to brainstorm together and make improvements, without concern for who should receive the most credit.

Furthermore, unlike others with the *i* style, you have an extra priority that may influence motivation and the environment you create. Since you tend to **offer support**, the people you manage probably feel that someone cares about them, which can be extremely motivating for some.



The Environment You Create

- Because you deliver positive feedback, people feel good about their contributions.
- Your optimism and enthusiasm can make work more fun.
- Your passion and high energy may inspire people to move quickly.
- Because you build teams, people feel a sense of camaraderie.
- When you put confidence in others, they may feel empowered to use creative approaches.
- Because you are understanding and patient, workers are less frustrated when attempting new things.

MOTIVATION AND THE D STYLE

What Are the Motivational Needs of the D Style?

Employees with the D style are motivated to win, so they probably care more about the bottom line than how they get there. They're driven to achieve, probably more so than you, so they often thrive in competitive environments and can sometimes turn the most collaborative task into a contest. Furthermore, they share your desire to move quickly and want to make a big impact with innovative or daring ideas. In fact, they may be so focused on individual career growth that they disregard the needs of others, and you may have trouble understanding their challenging approach.

What **demotivates** the D style?

- Routine
- Foot dragging
- Being under tight supervision
- Having their authority questioned or overruled
- Feeling like their time is being wasted
- Having to wade through a lot of details

How does **conflict** affect the motivation of the D style?

- Employees with this style may embrace conflict as a way to create win-lose situations.
- They may be energized by the competitive aspects of conflict.
- They may waste energy dwelling on who is at fault.



How can you help create a **motivating environment** for the D style?

- Let them know the value they bring to the organization.
- Don't overlook opportunities to allow them to work independently.
- Let them control their work environment as much as possible.
- Orchestrate healthy competitions that will contribute to team success.
- Challenge them with concrete goals meant to stretch their abilities.
- Explain the big-picture, bottom-line purpose of new projects.

What's the best way for you to **recognize and reward** the D style?

- Reward their top performances with more responsibility and autonomy.
- Compliment them directly when their initiative and drive help the organization.
- Give them credit for their work and ideas that lead to team success.
- Offer them opportunities for advancement when they seek new challenges.

MOTIVATION AND THE i STYLE

What Are the Motivational Needs of the i Style?

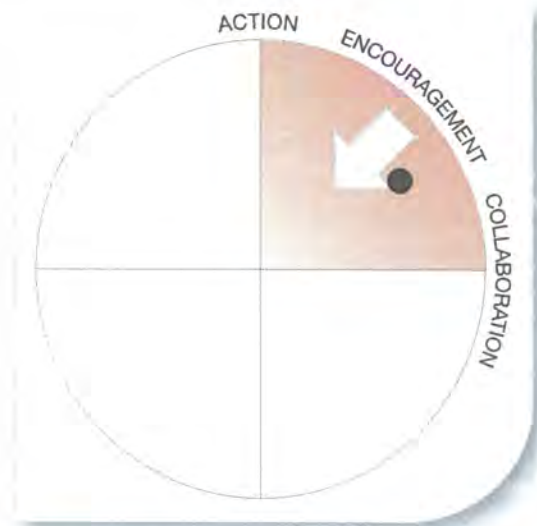
Employees with the i style look for high-energy environments where adventurous or groundbreaking ideas are valued. They're eager to collaborate, as you probably are, so they're likely to put a lot of energy into socializing and maintaining relationships. Because they like fun, vibrant settings, they often move quickly and indulge in a variety of tasks, and you probably don't have much trouble keeping up with their fast pace. Those with the i style are also motivated by public recognition, and like you, they appreciate a warm and encouraging environment.

What **demotivates** the i style?

- Being isolated from others
- Working in a reserved, slow-paced setting
- Having their contributions go unrecognized
- Performing routine or repetitive tasks
- Wading through a lot of details
- Working with pessimistic or critical people

How does **conflict** affect the motivation of the i style?

- Conflict may make them emotional or angry, and as a result may negatively affect their performance.
- They may take conflict personally, which could de-energize them.
- They may dwell on the conflict rather than focus on their tasks.



How can you help create a **motivating environment** for the i style?

- Let them collaborate with you and others.
- Encourage their positive energy and give them opportunities to express themselves.
- Limit the predictability and routine of their tasks when possible.
- Reinforce their optimism with your natural enthusiasm and energy.
- Give them opportunities to be in the limelight.
- Provide some time to socialize without compromising results.

What's the best way for you to **recognize and reward** the i style?

- Praise them publicly, making sure the whole team knows when they've accomplished something great.
- Let them know that others appreciate the energy and enthusiasm they consistently bring to the table.
- Reward them by giving them opportunities to shine.
- Recognize their contributions by recommending them for awards or advancement opportunities.

MOTIVATION AND THE S STYLE

What Are the Motivational Needs of the S Style?

People with the S style prefer a calm, structured atmosphere where tension and conflict are rare. Like you, they tend to be supportive, and may even withhold their own opinions to accommodate or please other people. In addition, they like to connect with colleagues on a personal level by working in a collaborative setting, and you may appreciate their affinity for teamwork. Furthermore, they want to be seen as reliable and to have enough time to perform their duties without being rushed or stressed, which probably isn't as important to you.

What **demotivates** the S style?

- Competitive environments
- Having to change direction abruptly
- Being rushed into quick decisions
- Dealing with cold or argumentative people
- Being forced to improvise
- Being in chaotic situations

How does **conflict** affect the motivation of the S style?

- They may compromise on things they care about but remain frustrated beneath the surface.
- They may waste energy worrying that people are mad at them.
- They may become fearful about making mistakes, limiting their effectiveness or ability to take chances.



How can you help create a **motivating environment** for the S style?

- Avoid rushing them for results, which may require you to slow your pace at times.
- Let them collaborate with others, but don't push them to be more social than they want to be.
- Be clear about their tasks and responsibilities, and don't skip the specifics.
- Plan ahead to be able to give plenty of warning when changes are coming.
- Give them the structure and security they need to feel comfortable.
- Ask for their ideas, which they might not share without encouragement.

What's the best way for you to **recognize and reward** the S style?

- Reward their steady contributions to team success by making them feel like a vital part of the team.
- Give them more responsibility, and let them know that you trust them to deliver reliable results.
- Offer sincere praise, but avoid putting them in the limelight.
- Encourage them to consider advancement opportunities when you feel that they're ready, since they're unlikely to ask.

MOTIVATION AND THE C STYLE

What Are the Motivational Needs of the C Style?

Employees with the C style look for an environment where they will have time to analyze ideas and ensure flawless outcomes. They want to produce work that's reliable, so they prefer to maintain a moderate pace and exercise a sense of caution, which isn't one of your top priorities. Because they tend to be even more objective than you are, they like to weigh all the options and gather all the facts before making decisions. Also, they want to master their responsibilities, so they often challenge ideas to ensure accuracy, an approach you probably don't share.

What **demotivates** the C style?

- Being required to work collaboratively
- Receiving vague or ambiguous directions
- Having to deal with strong displays of emotion
- Being forced to let errors slide
- Having to make quick decisions
- Being wrong

How does **conflict** affect the motivation of the C style?

- They may become resentful and unyielding, limiting their productivity.
- They may withdraw from the situation to avoid having to deal with emotional reactions.
- Their unexpressive manner may conceal a tendency to worry excessively.



How can you help create a **motivating environment** for the C style?

- Explain the purpose of tasks logically rather than enthusiastically.
- Encourage them to help define quality standards.
- Listen to their insights about projects or tasks, and avoid dominating conversations.
- Provide opportunities for independent work rather than focusing on collaboration.
- Convey your expectations clearly and specifically.
- Give them plenty of time to process information.

What's the best way for you to **recognize and reward** the C style?

- Compliment them privately by highlighting specific aspects of their performance that stand out.
- Thank them for the unique contributions they make by ensuring high-quality outcomes.
- Reward them by providing new opportunities to complete challenging projects independently.
- Encourage their growth by offering to help them build expertise in new areas of interest.

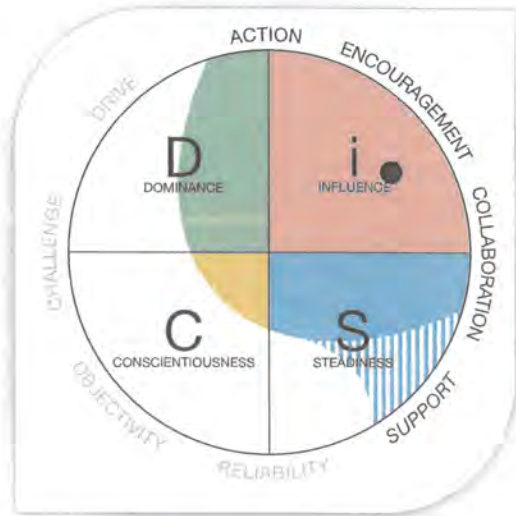
YOUR APPROACH TO DEVELOPING OTHERS

One of the most important but often overlooked areas of management is employee development. By development, we don't mean day-to-day direction on current job duties. Instead, we're talking about supporting employee's long-term professional growth by providing resources, environments, and opportunities that capitalize on their potential.

Certainly, your employees will need to work through those limitations that are significant obstacles to their growth. Research shows, however, that you'll be most effective as a manager if you can help your employees identify and build on their strengths, rather than trying to fix all of their weaknesses. Each manager has a natural approach to this development task, and your approach is described below.

Casey, you usually want the best for the people you manage, and this interest in their well-being often helps you address their development needs. Most likely, you're optimistic about people's abilities and encourage them to reach for their loftiest goals. When it comes to career growth, you may motivate people to take quick action and be creative as they find ways to use their strengths. And because you usually let people know that you're eager to help them develop, they probably feel comfortable approaching you with their questions and concerns. Overall, you find ways to give people confidence as they identify their talents and provide opportunities for them to showcase these talents.

Furthermore, unlike others with the *i* style, you also have an extra priority that might influence your approach to developing others. To you, developing others encompasses giving support and being there to assist people when they need it.



Your Development Approach

ADVANTAGES

- Encouraging creative or daring ideas for people's development
- Making yourself available for mentoring
- Boosting others' self-confidence with your belief in their abilities
- Pushing people to move quickly in their development
- Inspiring people to think big
- Taking the time to listen to people's real concerns

DISADVANTAGES

- Pushing people at a pace that doesn't allow them time to develop necessary skills
- Being unrealistically optimistic about some people's development options
- Failing to take a long-range view of people's development needs
- Putting too much emphasis on positive behaviors at the expense of addressing problems
- Failing to consider whether development plans are well-suited to the person
- Being too accepting when people fail to meet your expectations

DEVELOPING YOUR “D” EMPLOYEES

Areas Where They Have Strong Potential

Consider ways that these employees and the organization can take full advantage of the following strengths:

- Willingness to take risks and challenge the status quo
- Comfort being in charge
- Confidence about their opinions
- Persistence through failure or tough feedback
- Competitive spirit and drive for results
- Ability to create a sense of urgency in others
- Comfort being direct or even blunt
- Restless motivation to take on new challenges
- Ability to find effective shortcuts
- Willingness to speak up about problems



Obstacles and Strategies in the Development Process

Drive

People with the D style are usually quite driven, so it may be important to ensure that their energy is channeled in the right direction. Otherwise, they may strive for their own goals and give less attention to the organization's needs. At times, you may need to rein them in and make sure their priorities align with those of the organization, which may require you to be more direct than is natural for you.

- Consider development opportunities that have the potential for impressive results.
- Be sure that they know the difference between individual and organizational goals.
- Encourage their ambition and autonomy, but be prepared to redirect their focus.

Action

Like you, people with the D style tend to move fast, so they may not believe they require any structure or long-term development plan. In your mutual zeal for rapid progress, the two of you may fail to plot out the details of their long-term growth. This is especially true if they are inexperienced or prone to make important decisions with very little information.

- Remember that they may insist on moving forward even without the necessary skill set.
- Help them slow down to think through their development path.
- Review the big picture and encourage them to come up with appropriate long-term goals.

Challenge

These individuals are more independent than you, and they may be strong-willed in pursuing their goals. As a result, they may challenge your leadership, especially if you are focused on collaborative efforts. Give them as much autonomy as you can without undermining your own authority, but don't allow them to avoid their responsibilities related to the group effort.

- Allow them to work independently to the degree that they don't damage team unity.
- Reassert your authority if necessary.
- Set up a system so they know when you are suggesting and when you are telling.

DEVELOPING YOUR “I” EMPLOYEES

Areas Where They Have Strong Potential

Consider ways that these employees and the organization can take full advantage of the following strengths:

- Ability to build a network of contacts
- Willingness to accept new ideas
- Interest in working with others
- Comfort taking the lead
- Persistence through optimism
- Tendency to create enthusiasm
- Ability to empathize with others
- Willingness to experiment with different methods
- Tendency to give praise and encouragement to others
- Ability to rally people around an idea



Obstacles and Strategies in the Development Process

Encouragement

People who share your i style want to know that they are doing a good job and are on the right development path, so they may appreciate your preference to focus on the positive while offering feedback. However, because you both tend to be optimistic, you may gloss over negative issues and ignore potential problems. Therefore, you may need to make sure that they understand which areas require improvement.

- Continue to be optimistic when assessing their development, but don't ignore problems.
- You may need to offer tougher feedback at times.
- Check to make sure they understand your feedback.

Action

Like you, these individuals are interested in fast-paced innovation, and they may avoid development opportunities that require in-depth analysis. Because you are equally likely to push for action, the two of you may come up with development plans that are vague or overly optimistic. Instead, it may be helpful to look at promising opportunities that might require more attention to detail.

- Encourage their spontaneity when appropriate.
- Point out the negative consequences of not taking the time to develop skills with deliberate effort.
- Avoid letting your mutual enthusiasm obscure important details or potential issues.

Collaboration

Like you, these individuals love working with other people, and this can be a great source of strength in their development. However, because you both value collaboration above individual accomplishment, the two of you may focus exclusively on collective efforts at the expense of personal goals. Remember that sometimes independent efforts are as important as teamwork when it comes to personal growth.

- Encourage them to pursue opportunities that involve working with others.
- Allow them to lead small groups.
- Remind them that their growth will also depend on independent work.

DEVELOPING YOUR “S” EMPLOYEES

Areas Where They Have Strong Potential

Consider ways that these employees and the organization can take full advantage of the following strengths:

- Ability to work with different types of people
- Interest in maintaining steady progress
- Tendency to be diplomatic
- Willingness to support team goals
- Ability to empathize with others
- Persistence to work on routine or highly detailed projects
- Tendency to follow through on commitments
- Ability to calm upset people
- Understanding of others' perspectives
- Willingness to be flexible to others' needs



Obstacles and Strategies in the Development Process

Support

While it's not typical for the i style, you tend to be supportive and offer the reassurance that people with the S style need. As a result, they probably appreciate the level of patience and consideration you extend to their development. Still, because you focus on people's emotional needs, you may not push them to reach beyond their comfort zones.

- Help them see the depth of their skills and abilities.
- Remind them that they have to focus on their own needs at times.
- Push them gently to grow and develop.

Reliability

They are dependable and stable. For this reason, they may feel that your development plans are too risky or adventurous. In addition, they may want more structure from you when it comes to laying out their professional future.

- Encourage them to look beyond the risk in bold development plans to see the opportunities.
- Give them time to warm up to ideas that involve a lot of change.
- Work with them to create specific development plans.

Collaboration

Like you, people with the S style are comfortable working with others, but their focus on collaboration may be at the expense of individual opportunities for growth. And since you both want harmonious relationships, you may have trouble providing tough feedback. Trying to avoid hurting their feelings may deprive them of constructive criticism that could help them down the line.

- Encourage them to pursue collaborative opportunities while furthering their own development.
- Show them that they have the strength to work autonomously.
- Offer constructive feedback when necessary.

DEVELOPING YOUR “C” EMPLOYEES

Areas Where They Have Strong Potential

Consider ways that these employees and the organization can take full advantage of the following strengths:

- Insistence on quality
- Ability to look at ideas logically
- Comfort with studying the specifics
- Interest in maintaining error-free work
- Ability to pinpoint potential problems
- Persistence in analyzing solutions
- Willingness to work alone
- Tendency to avoid letting personal feelings interfere with work
- Ability to exercise caution and manage risks
- Interest in developing a systematic approach



Obstacles and Strategies in the Development Process

Objectivity

These individuals use logic to guide their actions, so they may believe that your more intuitive approach to development is misguided or sloppy. Because of their interest in progressing rationally, they may prefer to work in a “cave” when planning their development, and they may discount team unity and other people’s feelings.

- Steer them toward analytical development opportunities.
- Respect their independence, but remind them to fill you in on their progress.
- Avoid forcing them to socialize, but reinforce the importance of teamwork.

Reliability

People with the C style want development opportunities that are clear and well planned, so they may reject your tendency to keep moving forward, leaving the specifics for later. Further, they may be less interested in your daring or innovative ideas for development, even though playing it safe isn’t likely to lead to growth.

- Put development opportunities into a clear, well-organized framework.
- Encourage them to look beyond safe and predictable development plans.
- Ensure that they see the drawbacks of playing it safe.

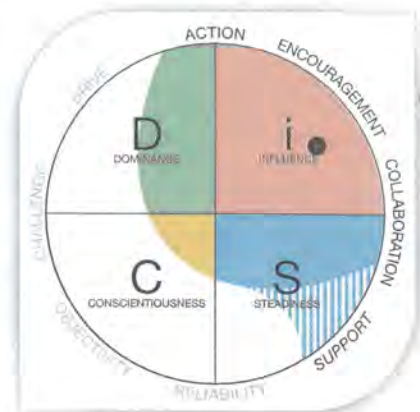
Challenge

These individuals are often skeptical, so they may probe ideas for flaws even after others have accepted them. They frequently question solutions, which may be frustrating as you work with them to create a development path. And their tendency to say “no” may come across as dismissive or resistant.

- Expect that you’ll have to back up your ideas with evidence if you want buy-in.
- Hold them accountable if they question your ideas in a disrespectful way.
- Give them time to think over your suggestions before making final decisions together.

HOW YOUR MANAGER SEES YOU

One of the most important but often overlooked aspects of management is sometimes called "managing up." This refers to effectively working with and influencing your own manager. Understanding how your manager sees you is important, but sometimes difficult. This page provides insight into how your manager might see you.



► Encouraging

Casey, since you have an i style, you probably come across as enthusiastic and people-oriented. Your manager may appreciate your tendency to inspire people to keep a positive outlook. On the other hand, because you're sometimes overly optimistic, some managers may be concerned that you let your emotions cloud your judgment, while others may not identify with your emphasis on a lively work environment.

- Some managers may see you as unrealistically optimistic.
- Your manager may prioritize facts over passion.

► Active

Many managers will appreciate that you get going quickly on tasks and projects. Furthermore, they may like how your energetic push toward new opportunities gives the organization momentum. On the other hand, some managers may see your speed as sloppy or reckless, while others may worry that your excitement could cause you to overlook other important factors.

- Your manager may see shortcuts as evidence of sloppy work.
- Some managers may find your more adventurous ideas to be impractical or unrealistic.

► Collaborative

Because of your emphasis on teamwork, your manager probably feels comfortable that you'll gather a lot of input to create stronger solutions. Many managers may also appreciate your openness to ideas even if they didn't originate with you. However, your consistently collaborative approach may lead some managers to think that you're more interested in the group process than in getting things done.

- Your manager may think that you have trouble staying on task.
- Managers who stress independent work may want you to act decisively without involving others.

► Supportive

In addition, you tend to be supportive, which isn't typical of the i style, and many managers may see your willingness to help as a great asset in making their jobs less stressful. However, some managers may think you have trouble holding people accountable for subpar performances.

- Your manager may see you as overly lenient with people who are underperforming.
- Some managers may see you as too willing to compromise on goals rather than pressure others.

WORKING WITH “D” MANAGERS

Most of us would like to understand our own manager a bit better. If your manager tends toward D, here are some insights for working more effectively together.

Their Priorities & Preferences

Managers with the D style put a strong emphasis on drive and are active in pursuing bottom-line results. They can be demanding and blunt and won't hesitate to voice their skepticism. Overall, they respond best to people who can quickly help them achieve success.

- Unlike you, their drive for results may cause them to overlook people's feelings or make compromises to quality.
- Like you, they prioritize action and want to keep progressing at a rapid pace.
- Unlike you, they tend to openly challenge the status quo and pressure others to meet their high standards.



Advocating & Getting Buy-In

Managers with the D style want to see concrete results as fast as possible, so you may get buy-in by showing how your plan will quickly affect the bottom line. And because they respect confidence, your natural self-assurance might help your proposals get serious consideration. However, if you present your ideas enthusiastically without illustrating the substance, these managers may dismiss them as frivolous. Like you, they want to keep things moving quickly and may become frustrated when something or someone slows progress. Avoid unnecessary details, but be ready with facts in case they challenge your assumptions. Furthermore, they want to feel in control, so show respect for their leadership by offering them an ownership stake in the solution.

- Keep the focus on the bottom line.
- Project confidence in your ideas, but only when it's genuine.
- Avoid coming across as overly enthusiastic or passionate.

Dealing with Conflict

Managers with the D style can become competitive in conflict, creating win-lose scenarios in which compromise is seen as a sign of weakness. They aren't inclined to gloss over differences or avoid confrontation. This is probably quite a bit different than how you handle conflict, since you prioritize friendly relationships. When working with these managers, be careful not to brush past the issues. They're probably more frank than is comfortable for you, but remember not to take it personally. State your points objectively without getting defensive.

- Avoid viewing their directness as a personal attack.
- Don't gloss over disagreements just to keep things friendly.
- Keep the discussion focused on the issue at hand.

WORKING WITH “I” MANAGERS

Most of us would like to understand our own manager a bit better. If your manager tends toward i, here are some insights for working more effectively together.

Their Priorities & Preferences

Managers with the i style tend to be energetic and encourage others to do their best. Overall, they want to lead a fast-paced but friendly team, and they will likely respond best to people who like to create an optimistic team spirit.

- Like you, they give people recognition and celebrate group victories.
- Like you, they prefer to work with others and prioritize teamwork.
- Like you, they focus on action and move quickly while striving for forward progress.



Advocating & Getting Buy-In

Managers who share your i style look for cooperation and want to know how your plans will affect other people. Like you, they're interested in finding ways to interact, and they believe collaboration leads to better outcomes. To gain their buy-in, show them how team members can work together to reach your goals. Use your energetic approach to show them that your solution has the power to invigorate people, but avoid exaggerated claims that might mask legitimate flaws. Furthermore, they share your desire for fast movement and groundbreaking solutions, so lay out the big picture, and assure them that things will happen quickly once you have their buy-in.

- Emphasize how your ideas can quickly energize people.
- Discuss the effect of your ideas on other people.
- Refrain from overestimating an idea's true potential.

Dealing with Conflict

Managers who share your i style want to maintain friendly relationships. However, self-expression is very important to them, so they may demand to be heard in a conflict situation. Because you have a similar approach, you and an “i” manager may say harsh things to one another that are difficult to take back. Furthermore, you both may have trouble letting things go later. Therefore, when things get tense, express your concern for their feelings and a desire to work through the conflict quickly but thoroughly, and avoid personal attacks. Let them know that a disagreement now doesn't mean a poor relationship down the road.

- Avoid engaging in any personal attacks
- Acknowledge the importance of everyone's feelings,
- Make it clear that your relationship is still strong.

WORKING WITH “S” MANAGERS

Most of us would like to understand our own manager a bit better. If your manager tends toward S, here are some insights for working more effectively together.

Their Priorities & Preferences

Managers with the S style tend to be accommodating and dependable. Overall, they want to lead a team in a calm setting where tension is rare, and they will likely respond best to people who are friendly team players.

- Like you, they emphasize supporting others and have empathy for people's needs.
- Like you, they prioritize collaboration and want people to work together harmoniously.
- Unlike you, they often dodge change in order to maintain a dependable setting.



Advocating & Getting Buy-In

Managers with the S style want to see how your ideas can contribute to steady progress and reliable results. They are less spontaneous than you tend to be and would need time to prepare for any major changes that you might suggest. While they'll probably let you lead the discussion, remember that excessive enthusiasm is unlikely to help you gain their buy-in. Because they often weigh both sides of a decision, they may want more time to consider your proposal. Furthermore, like you, they're interested in collaboration and team unity. Capitalize on this mutual interest by specifying how your solution can create opportunities to bring the group together. And remember that if the plan feels disorganized, you may not earn their needed support. Present your ideas as clearly as you can, and be ready with details to address their concerns.

- Refrain from overwhelming them with your enthusiasm.
- Lay out your plan in a step-by-step manner.
- Emphasize how your idea helps people.

Dealing with Conflict

Managers with the S style want to avoid conflict whenever possible, so they may gloss over differences or even deny that there is a problem. Unlike others with the i style, you share their priority on support and also dislike addressing issues head-on. You may need to take a more direct approach to clear up disagreements. Don't assume their silence means the matter is resolved. Express your concern for their feelings and a desire to work through the conflict quickly but thoroughly. If you allow them to bury their feelings, resentment may build.

- Address the situation directly rather than masking your differences.
- Don't assume that their silence means they agree with you.
- Follow up to make sure the issue is resolved.

WORKING WITH “C” MANAGERS

Most of us would like to understand our own manager a bit better. If your manager tends toward C, here are some insights for working more effectively together.

Their Priorities & Preferences

Managers with the C style put a strong emphasis on logic and maintaining a stable environment. Overall, they want to lead by setting high standards, and they will likely respond best to people who share their concern for high-quality outcomes.

- Unlike you, they spend a lot of time on objective analysis to ensure accuracy.
- Unlike you, they tend to move cautiously in order to deliver a reliable outcome.
- Unlike you, they tend to show open skepticism for ideas that aren't backed up by facts.



Advocating & Getting Buy-In

Managers with the C style want to see how your ideas can lead to a high-quality solution. Because they want to anticipate potential issues or complications, they're likely to ask a lot of questions. For this reason, your big-picture focus may fail to get their buy-in. If you want them to act, prove your competence by utilizing facts and logic. Furthermore, they're more interested in reliability than speed, so you may need to slow down and show them that you've thought through all of the consequences of your plan. They're unlikely to respond well to overly enthusiastic presentations. In fact, if you come across as too passionate, they're more likely to view your efforts as chaotic and unsafe. By giving them the information they want and the time to process it, you will be much more likely to get them on your side.

- Lay out your plan clearly and avoid glossing over the specifics.
- Be ready to provide all the information they need to reach a decision.
- Refrain from overwhelming them with your enthusiasm.

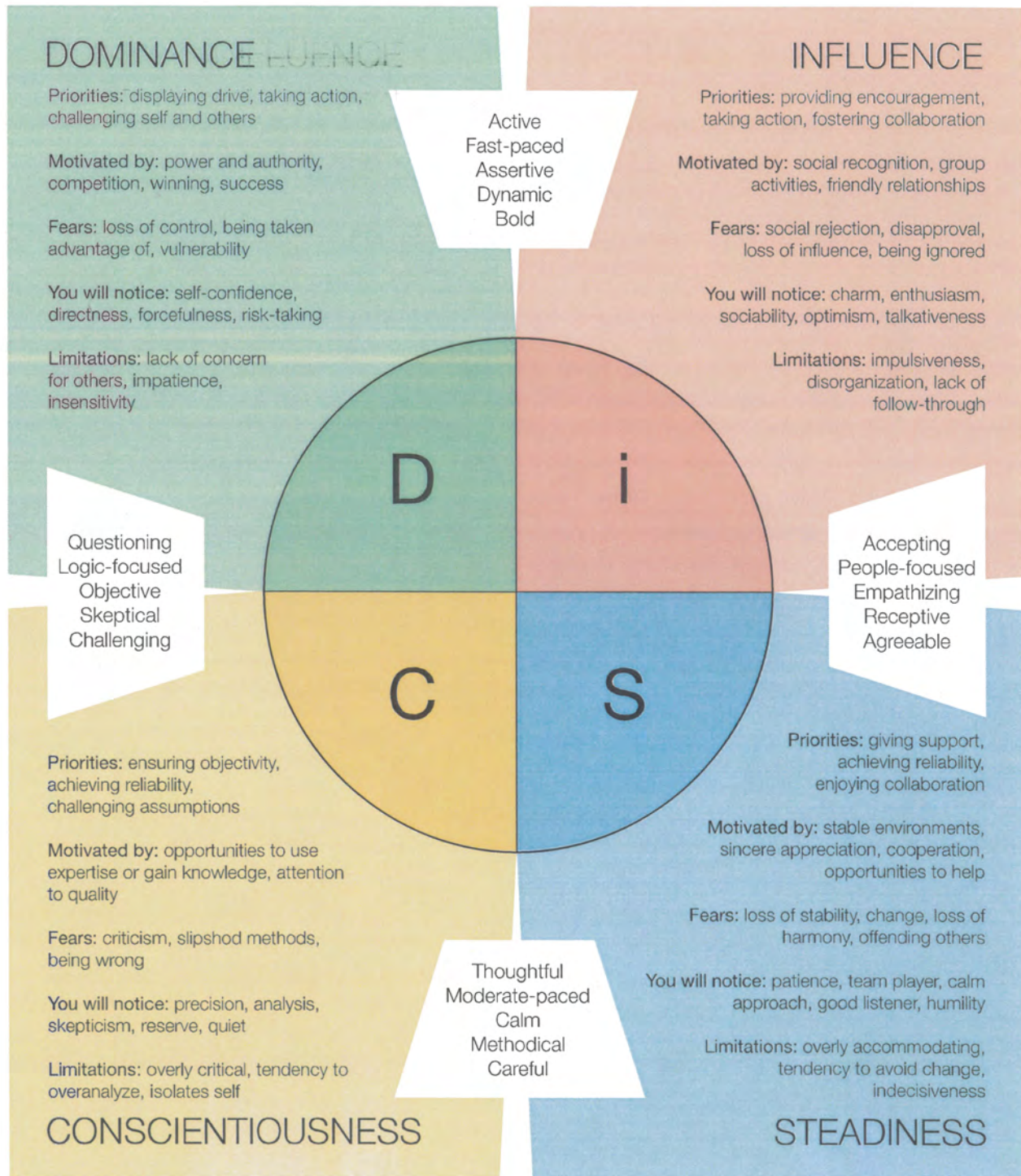
Dealing with Conflict

Because managers with the C style view conflict as a disagreement over who is correct, they may avoid direct aggression and remain objective instead. If emotions begin to run high, however, they may withdraw or refuse to discuss the matter further. You tend to gloss over differences, but if forced to confront the situation, you may become emotional. In such cases, they may not understand your need to express yourself. Therefore, you may need to focus more on facts to make sure you hear their side of the story. Don't insist on immediate resolution since they may need time to process. State your position factually and give them time to present their side.

- Support your opinions with logic and facts.
- Refrain from making emotional appeals.
- Give them space to process before confronting the issues.

APPENDIX: OVERVIEW OF THE DiSC® STYLES

The graphic below provides a snapshot of the four basic DiSC® styles.



THIS PAGE LEFT INTENTIONALLY BLANK



waldron

PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES



CITY OF DES MOINES

CITY MANAGER

Heather Gantz
Branch Director
Executive Search
heather@waldronhr.com

Seattle | Portland | San Francisco
LinkedIn | Twitter | www.waldronhr.com | 503.620.1106

We are proud to be a *Certified B Corporation*™

TABLE OF CONTENTS

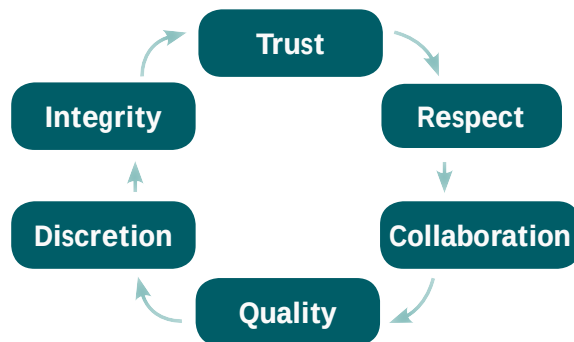
- 1 ABOUT WALDRON
- 2 WALDRON'S FOUR-STAGE SEARCH PROCESS
- 4 SELECTED PUBLIC SECTOR RECRUITMENTS
- 5 PROJECT COST
- 6 SAMPLE PROJECT TIMELINE
- 7 EXECUTIVE SEARCH TEAM

ABOUT WALDRON

Waldron specializes in finding leaders who make transformative contributions to our clients' organizations, preserve the best of their cultures and who stay committed for the long term. As a dedicated partner to the public sector, we help to create impact by identifying, attracting and integrating effective leaders who drive success in their communities.

Waldron has earned a strong reputation for success in conducting executive searches for key leaders and board members, helping organizations fulfill their missions and mandates. We work closely with councils, governing boards, staff leadership, and other key stakeholders to understand the context in which our client organizations operate, as well as the culture into which a new leader must integrate. We are known for our discretion, judgment, care and sound strategic counsel, combined with our state-of-the-art candidate research and national networks across a number of relevant sectors. We have demonstrated high efficacy with important projects where diligent use of sound process is critical.

OUR VALUES



EEO/INCLUSION

Since the 1980s, Waldron has been recognized for diversity and inclusion in the candidate pools that we present. Our work requires high levels of cultural competency, as do the roles we help fill. Our commitment to facilitating an open and inclusive search process enables you to uphold your organization's values and policies regarding a diverse and progressive workplace.

WALDRON'S FOUR-STAGE SEARCH PROCESS

STAGE 1 DISCOVERY

A distinctive part of our delivery model is our in-depth background discovery work. We interview key stakeholders, including the Mayor, City Council, City leadership, City staff, and community members, to ensure that we have a comprehensive understanding of the culture and operating environment, selection criteria, geographical preferences, key issues and any concerns relating to the position and organization.

What you can expect from us:

- Waldron representatives will meet with the City Council to outline the project plan and timeline.
- Waldron representatives will speak confidentially to anyone who will be included in the process to gain input for the position profile (i.e. Mayor, City Council, City leadership, City staff, and others as directed).
- Waldron will review documents related to the position such as strategic plans, marketing/communications collateral, annual reports, budget documents, job descriptions, among others.
- Waldron will create a comprehensive position profile that addresses the priorities, responsibilities, operational issues, education, training, competencies and other factors relevant to the position.

STAGE 2 OUTREACH

Another differentiating feature of Waldron's approach is our engagement with potential candidates proactively, frequently and personally, using a variety of methods. Our background information gathering informs the development of a custom database of targeted candidates for the position. We design a recruiting strategy incorporating the organization type, position/title, and geographic parameters that have surfaced in the discovery phase.

What you can expect from us:

- An open dialogue with you to guide and refine our outreach to ensure that we target the right level and type of domain expertise.
- A targeted visibility campaign for position postings.
- A customized recruitment strategy and a target list developed using leading-edge research technology, contemporary social networking techniques and engagement of our full-time, dedicated in-house research team.
- Networking, collaboration and direct inquiries to prospects, with targeted distribution of the position profile to high-potential candidates.
- Our approach is heavily recruitment driven and our success in bringing the best candidates forward relies on our ability to discretely and directly solicit known, desirable candidates, in-person, by phone, email and social media.
- Preliminary phone, video and in-person interviews with candidates.
- Initial backgrounding on candidates (online media searches, network contacts, etc.).
- Weekly confidential dashboard progress reports detailing our outreach efforts, titles and employers of applicants and a list of high-potential candidates. No other firm offers this level of reporting detail and transparency.

WALDRON'S FOUR-STAGE SEARCH PROCESS

STAGE 3 CANDIDATE PRESENTATION

Extensive recruitment, refinement, screening interviews, peer reviews and background research allows us to bring the best prospects forward for your consideration. We use the position profile as our roadmap to establish the assessment criteria for evaluating each candidate to ensure we bring forward leaders with the skills and attributes required for success. Waldron uses a unique internal peer review process to ensure the candidates presented to you meet or exceed qualifying standards. ALL candidates presented will have had at least one interview with Waldron, whether they are internal or external candidates.

What you can expect from us:

- Waldron conducts interviews with high potential candidates and creates competency evaluations.
- Waldron will deliver weekly dashboards of all active candidates and their status.
- Candidate materials are compiled, delivered and presented.
- Waldron provides an assessment of each candidate's key strengths and potential weaknesses.
- Waldron representatives facilitate a discussion with you concerning the relative merits of each high potential candidate.
- Finalists are identified during a work session with the City Council (typically an Executive Sessions).
- All candidates are notified about their continuing status on a timely basis

STAGE 4 FINAL CANDIDATE SELECTION

Waldron will work with the City Council to select the top candidates as finalists. We facilitate the involvement of the Mayor, City Council, City leadership, City staff, and other stakeholders in the interview process and drive completion by ensuring excellent project management through the extension of an offer and acceptance.

What you can expect from us:

- Working with the City Council an appropriate interview process is designed.
- Communication with all candidates about their continuing status, including respectful notifications to unsuccessful candidates.
- All logistical arrangements for interviews and any desired follow-up such as on-site visits or special additional meetings to close the process.
- Candidate materials are compiled and distributed to all interviewers and panelists.
- Orchestration of debriefing sessions to ensure all voices are heard.
- In depth reference checks are conducted with individuals who are or have been in a position to evaluate each candidates' performance and behaviors in past professional roles.
- Waldron will facilitate formal background checks from a third party provider that include education verification, criminal background check, media coverage research, and credit history if warranted.
- Facilitation of the offer and negotiation process with selected candidate.
- Should you elect to not hire any candidates from the initial pool of finalists, Waldron will re-open recruiting until an acceptable candidate is engaged.

Selected Public Sector Recruitments Oregon & Washington

City	State	Population	Recruitment(s)
Clatsop County	OR	37,000	County Manager (<i>Active Search</i>)
Corvallis	OR	55,000	City Manager
Damascus	OR	11,000	City Manager, Director of Marketing and Public Relations
Hillsboro	OR	93,000	Human Resources Director, Police Chief, and Library Director
Medford	OR	76,000	City Manager
Sherwood	OR	19,000	City Manager
Silverton	OR	10,000	City Manager
Salem	OR	160,000	City Manager
Talent	OR	6,000	City Manager
Tigard	OR	49,000	Community Development Director, Finance Director, Accounting Supervisor
Troutdale	OR	16,000	City Manager
Tualatin	OR	27,000	Finance Director, Economic Development Program Manager, Public Works Director
Wilsonville	OR	20,000	City Manager, Finance Director, Parks & Rec. Director

City	State	Population	Recruitment(s)
Bothell	WA	34,000	City Manager
Burien	WA	34,000	City Manager
Camas	WA	20,000	City Administrator
Federal Way	WA	93,000	City Attorney, Economic Development Director
Lakewood	WA	59,000	City Manager, Public Works Director
Longview	WA	37,000	City Manager, Asst. City Manager, HR Director, Police Chief, Fire Chief
Monroe	WA	18,000	City Administrator
Olympia	WA	47,000	City Manager, Community Development Director, City Attorney, Parks & Rec. Director
Puyallup	WA	37,000	City Manager, Economic Development Director, City Attorney, Police Chief
Richland	WA	52,000	Assistant City Manager, Police Chief, Community Development Director
Tukwila	WA	20,000	City Administrator
Vancouver	WA	165,000	City Manager, Police Chief, Fire Chief, Parks & Recreation Director, Deputy Fire Chief, CFO

For an additional list of cities we work with please visit:
<http://www.waldronhr.com/index.php/social-enterprises/clients>

PROJECT COST

Professional Services Fee: Our typical fee is one-third (33 1/3 percent) of the starting salary for the position. In the interest of partnering with the City of Des Moines, and our knowledge of the public sector, Waldron proposes a flat fee of \$30,000 for the City Manager search.

Expenses: Costs incurred by Waldron in the course of conducting the search are at the expense of the client. Waldron will pre-approve expenditures over \$1,500 and maintain accurate records at all times. Relevant expenses include, but may not be limited to advertising the position, candidate travel, consultant travel, and background checks.

Invoicing: Professional fees are invoiced in three equal installments during the course of the search. The initial installment is invoiced at the time Waldron is engaged. The second installment is invoiced following the Candidate Presentation. The final installment is invoiced at the conclusion of the search. Expenses may be billed monthly. All invoices are due upon receipt by the client.

Early Termination: You have the right to cancel the search at any time, with 15 days notice to allow for an orderly disengagement. Your only obligation to Waldron would be the fees incurred pro-rata and expenses actually incurred through the search termination date. The fee is pro rated over a 90-day schedule for these purposes. Cancellation must be in writing; via email is acceptable.

Guarantee: Waldron guarantees placement of a qualified candidate. Waldron will provide a one year search guarantee of the selected individual. If the selected individual leaves the position for any reason other than death, physical or mental incapacity or separation initiated by the client without cause, we will conduct a replacement search on a cost-sharing basis at one third of the original search fee. Within the guarantee period, Waldron must be notified in writing of a separation within 30-days of its occurrence.

Follow-Up: Waldron continues its involvement throughout the first year following the completion of the search by conducting check-in meetings with the board and the candidate at the three months, six months, and one year marks.

SAMPLE PROJECT TIMELINE

Week	Activity	Status	City of Des Moines Participation
Week 1	Kick-Off		
	Kick-off meeting		✓
	Discuss position profile		✓
	Refine research strategy		
Week 2	Backgrounding		
	Gather input from internal stakeholders		✓
Week 4	Position Profile Development		
	Deliver draft position profile		
	Approval of position profile		✓
	Develop visibility campaign strategy		
Week 5	Outreach/Recruitment Phase		
	Launch visibility and outreach campaign		
	Targeted recruitment, networking and sourcing for referrals		
Week 8	Mid-point status report and first dashboard; dashboards thereafter until presentation of candidates; continue screening and interviewing of potential candidates		✓
	Complete active recruitment phase. Interested candidates should provide materials (cover letter and resume) by this time		
	Screening and interviewing in progress		
Week 12	Candidate Presentation and Review		
	Deliver materials for candidates Waldron has shortlisted		
	Waldron presents candidates to the Selection Committee and facilitates round table discussion to determine which candidates will proceed for interviews		✓
Week 13	Interview Phase		
	Final in-person interviews and candidate visits, with a debriefing sessions facilitated by Waldron		✓
	Successful candidate selection; background check		✓
	Waldron assists with offer and negotiations as needed; notifies unsuccessful candidates		✓

EXECUTIVE SEARCH LEADERS

Heather Gantz, Branch Director

A human resource professional with over 15 years of experience, Heather successfully leads executive searches for public sector agencies, non-profit organizations, foundations, and select private sector clients. Within the public sector Heather has recruited City Administrators, City Managers, Finance Directors, Community & Economic Development Directors, Public Safety Officials, Parks & Recreation Directors and many more. Heather also manages account relationships for our public sector clients. She is known for her thoroughness as well as engendering trusting relationships with both the client and candidate while providing exceptional customer service throughout the entire process.

Heather has a strong background in staffing, recruiting, coaching and program management. Prior to joining Waldron, Heather managed two large staff augmentation programs for Nike and Freightliner. She has recruited individuals for information technology, finance and creative divisions. Heather holds a Bachelor's degree in Business Management from University of Phoenix. Additionally, Heather serves as an Advisory Board Member of the Oregon Emerging Local Government Leaders Network (ELGL).

Robert Colichio, Consultant

Robert is a Consultant who works closely with the Executive Search and Career Transition practice. He helps Search Leads in recruiting the best candidates and is directly responsible for developing materials, research, monitoring projects and metrics, and supporting clients and participants.

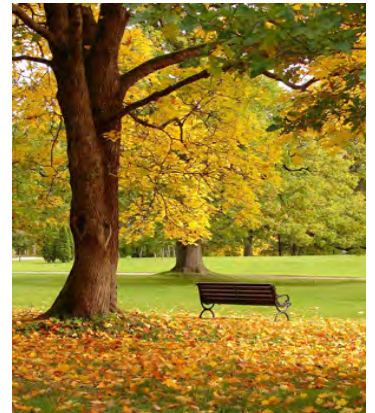
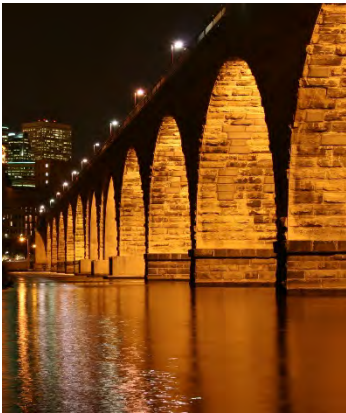
Prior to joining Waldron, Robert worked in project management and market research for several firms in Portland, Oregon. He has an M.B.A. from Portland State University and a B.S. in Business Administration from the University of Oregon.

Ed Rogan, Vice President (Search Consultant)

Ed has been with Waldron since 1995 and brings over 20 years of professional human resources experience to the firm. As one of our most experienced executive search leaders, Ed manages a diverse portfolio of searches, with a focus on social sector clients. His clients have included the Washington cities of Lacey, Olympia, Redmond, Richland, and Seattle, as well as a number of other public entities such as the Ports of Bellingham, Seattle, Olympia, Port Angeles, and Anacortes, King County, and Allegheny County in Pennsylvania.

Prior to Waldron, Ed worked for The Booth Research Group (BRG) in Denver, Colorado designing and conducting assessment centers and promotional tests for public safety agencies across the country. Ed holds a Bachelor of Arts degree in Psychology and Sociology from the University of Houston, as well as a Master of Arts degree in Industrial/Organizational Psychology from the University of Colorado at Denver.

THIS PAGE LEFT INTENTIONALLY BLANK



Proposal

City of Des Moines, WA

Proposal to Provide Executive Recruitment Services

January 14, 2016

Table of Contents

LETTER OF TRANSMITTAL

I	GENERAL INFORMATION	1
II	RESPONSE TO SCOPE OF WORK	2
III	PROPOSED COSTS	8
IV	FIRM EXPERIENCE	9
V	RECRUITMENT PROJECT TEAM.....	12
	SAMPLE BROCHURE	APPENDIX I



LETTER OF TRANSMITTAL

January 14, 2016

Ms. Maureen Murphy
Human Resources Manager
City of Des Moines
21630 11th Avenue South
Suite A
Des Moines, WA 98198

Re: **Request for Proposal to Provide Executive Recruitment Services**

Dear Ms. Murphy,

I appreciate the opportunity to submit our proposal for executive recruitment services for the City of Des Moines' next City Manager. Our extensive experience in providing executive recruitment services to cities, counties and other public sector organizations nationwide will be beneficial for this recruitment and allow us to find the ideal candidate for the City of Des Moines.

We know that you have options for using other recruitment firms. However, we believe that our approach sets us apart from our competitors in the following unique ways:

- We will conduct a web-based survey that can be used to determine the key community-wide issues and priorities that are essential considerations for the City and the selection committee to consider. This survey is completed by the City's employees, community leaders and citizens. The results of the survey will provide the City Council with important feedback for development of the profile for the ideal candidate;
- Management/Leadership Style Assessment Analysis completed by the candidates to determine if a candidate's management/leadership style matches the approved management/leadership style profile for the ideal candidate;
- Video candidate interviews through a proprietary system will be made available to the City Council to assist in the selection process; and
- Utilization of a proprietary online application system exclusively licensed to Waters & Company, a Springsted Company (W&C) to facilitate talent management. The system has been designed by W&C to customize applicant flow and tracking. It allows ease of communication with applicants

and the ability to conduct database inquiries for candidates based on characteristics important to the City such as geographic location and specific experience, expertise and qualifications.

The proposal document will provide you the details about our approach, expertise, client references and pricing for this executive recruitment. If you have any questions, please contact either one of us for additional information:

Co-Project Team Leader Information

Art Davis, Senior Vice President
816-868-7042
adavis@waters-company.com

Chuck Anderson, Senior Vice President
817-965-3911
canderson@waters-company.com

Firm Information

Waters & Company, a Springsted Company
380 Jackson Street, Suite 300
St. Paul, Minnesota 55101

Our Team would consider it a professional privilege to provide these services to the City of Des Moines.

Respectfully submitted,

Art Davis, Senior Vice President
Consultant

Chuck Anderson, Senior Vice President
Consultant

sml

City of Des Moines, WA
Proposal to Provide
Executive Recruitment Services

I. General Information

Waters & Company (W&C) recently merged with Springsted Incorporated, establishing one of the largest public sector executive recruitment and organizational management firms in the United States. Springsted Incorporated, the parent corporation, is a certified WBE. Three employee-owners lead the firms and their 70-member staff. Our principal corporate office is located in Saint Paul, Minnesota, with regional offices located in Dallas, Texas; Milwaukee, Wisconsin; Cleveland, Ohio; Des Moines, Iowa; Kansas City, Missouri; Richmond, Virginia; Denver, Colorado and Los Angeles, California.

W&C has a team of five primary recruitment consultants available to meet your executive recruitment needs. Each consultant assigned to this recruitment has experience working with cities and the many different disciplines that comprise the City of Des Moines organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement; our unique approach and personal touch are reflected in our internal standard to provide outstanding services that exceed the City's expectations. Since 2010 our combined consultant team has conducted more than 475 executive recruitments.

The W&C Recruitment Project Team will partner with the City Council and designated staff as your technical advisor to ensure that the recruitment process for your next City Manager is conducted in a thorough and professional manner. Our objective is to generate high-quality candidates and assist you with the screening and evaluation of these candidates.

We have structured the W&C Recruitment Project Team to draw upon W&C's and Springsted's 50-plus years of service to the public sector and to leverage W&C's experience and capacity to focus nationwide to find the most qualified candidates.

Physical Address

Waters & Company, a Springsted Company
14285 Midway Road, Suite 340
Addison, Texas 75254

Office: 972-481-1950

Fax: 972-481-1951

Respectfully submitted,

Rollie Waters, Executive Vice President
Consultant

II. Response to Scope of Work

Task I: Recruitment Brochure Development and Advertising

The development of a comprehensive recruitment brochure that includes a profile of the ideal candidate is an important first step in the recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the success of the candidate in the position of City Manager. The recruitment brochure will also have a profile that captures the essence of the City as a highly-attractive venue for the successful candidate to live and work.

To prepare the recruitment brochure, the Recruitment Co-Project Team Leaders will come on site to meet with the City Council and designated staff to discuss the required background, professional experience and management and leadership characteristics for your City Manager position. We meet individually (or collectively depending upon your preference) with the City Council to broaden our understanding of the position's leadership and management requirements, current issues, strategic priorities and to identify expectations for the City Manager. [See example of a recruitment brochure in Appendix I.]

The Recruitment Project Team will also work with the City of Des Moines to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. Our Team will place ads in appropriate professional publications, websites and local print media, if required. Additionally, W&C has a highly-accessed website that has a special location attracting many potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public sector conferences, will be utilized to further promote the position.

Advertisements for the City Manager position could be placed with:

International City/County Management Association
National Forum of Black Public Administrators
Hispanic Forum
Careers in Government (careersingovernment.com)
state, regional or local professional associations

Project Milestone	Deliverables	Proposed Date
Position profile and recruitment brochure development.	- Onsite interview with the City. - W&C will receive information regarding the City's budgets, organizational charts, images, logos, etc. - Develop draft documents (Recruitment Brochure, Advertisement, Marketing Letter and Timeline).	Week of February 1
Approve brochure, commence advertising and distribute marketing letter.	- Brochure sent to the City for final approval. - Commence advertising and distribution of recruitment brochure.	Week of February 15

Task II: Execution of Recruitment Strategy and Identification of Quality Candidates

Utilizing the information developed in Task I, W&C will identify and reach out to individuals who will be outstanding candidates for the position of City Manager. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by the creation of an appropriate database utilizing our extensive, interactive applicant database for the City Manager position. This will provide the W&C Team with the ability to customize applicant flow and tracking, communication with applicants and conduct database inquiries for candidates based on characteristics important to the City such as geographic location, particular experience, expertise and credentials.

During this part of the process the Recruitment Project Team will work with the City Council and designated staff to reach consensus on the leadership and management style for the ideal candidate. Our research will determine the key competencies, work values and leadership/management style for the position and match the candidates to each attribute. Each candidate submitting a resume is sent a timely acknowledgement by our Team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

Project Milestone	Deliverables	Proposed Date
Execution of recruitment strategy and candidate outreach.	• Online data collection and profile development. • Development of interactive searchable applicant database for recruitment of the City Manager. • W&C performs direct outreach to prospective candidates identified in the recruitment strategy. • Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics.	Weeks of February 15 – March 14

Task III: Screening of Applicants and Recommendation of Semi-Finalists

In Task III the Recruitment Project Team, under the direction of Art Davis and Chuck Anderson, will screen the candidates against the criteria within the position and candidate profiles and develop a list of semi-finalists for recommendation to the City Council.

The most promising applicants will receive a candidate essay questionnaire to complete that will provide additional information about the candidates' background and experience. We will then narrow the list to a group of 10-15 semifinalists for your review and to select finalists.

Another unique aspect of our recruitment process is our use of online recorded interviews for the screening process. Responses are timed and questions are not provided in advance. This tool allows our Team to develop a more comprehensive understanding of the candidate's ability to think "on their feet" as well as their personal and professional demeanor. This virtual interview can be scored by individual selection team members as well as the consulting team for later review and comparison.

Our Team will provide an online link for the City Council and others designated, who have input into the hiring decision, allowing them to review and rate the recorded responses. This provides the organization with additional candidate assessments that can be customized to fit the unique needs of your City.

Throughout the process, you will have access to our Master Applicant List (MAL), which will provide pertinent data for each applicant.

Project Milestone	Deliverables	Proposed Date
Applicant screening and recommendation of semi-finalists.	- W&C compares applications to the approved candidate profile developed in our searchable applicant database. - W&C develops customized candidate questionnaire & due diligence questionnaire to provide to applicants who most closely meet the candidate profile. - Top 10-15 candidates identified as semi-finalists. - Semi-Final Report is prepared, including the brochure, master applicant list, cover letter, resume and completed questionnaire of candidates to be considered. - W&C and the City review and rate video interviews. - W&C sends links to City to review the aggregate responses and ratings. - Semi-finalists complete candidate management style assessment, responses are reviewed and interview questions are developed. - Recruitment Project Team Leader meets with City Council to review recommended semi-finalists. City Council select finalists for on-site interviews.	Week of March 21

Task IV: Conducting Background Checks, Reference Checks and Academic Verifications

When the City Council approves of a group of two to three finalists for on-site interviews, W&C will begin the process of conducting reference checks, background checks and academic verifications. A Confidential Reference Report is prepared for each finalist to complete our understanding of his/her management and leadership characteristics and professional work performance.

For the background checks, W&C will develop information on the candidates in the following areas:

- Consumer Credit
- City/County Criminal
- City/County Civil Litigation
- Judgment/Tax Lien
- Motor Vehicle
- Bankruptcy
- State District Superior Court Criminal
- State District Superior Court Civil Litigation
- Federal District Criminal
- Federal District Civil Litigation

To ensure that our quality standards are maintained, we require a minimum of ten business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.

Project Milestone	Deliverables	Proposed Date
Finalists complete supplemental work products.	Finalists complete narrative of their two most significant professional achievements and a critical problem analysis.	Week of March 28
Design final process with City Council for on-site interviews with finalists.	- W&C confirms interviews with candidates. - Travel logistics are scheduled for the candidates.	Week of March 28
Background checks, reference checks and academic verification.	W&C completes background checks, reference checks and academic verifications for finalists.	Week of March 28

Task V: Final Interview Process

Upon completion of Task IV, we will work with you to develop the final interview process. We will provide documentation on each of the finalists which will provide the highlights of their professional experience and leadership/management profile (Gap Analysis) as well as a summary of the results of the reference checks, background checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The Recruitment Co-Project Team Leaders will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, if the City requests the service, we will assist you with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

Project Milestone	Deliverables	Proposed Date
Final Report prepared and delivered to City.	Final Report is prepared, including brochure, interview schedule, cover letter, resume, candidate questionnaire, two examples of candidates' most significant professional achievements, suggested interview questions, candidate assessment form and management style probing questions.	Week of April 4
On-site interviews with finalists.	- Interviews are scheduled. - Recruitment Project Team Leader attends client interviews and is available to participate during deliberations of candidates.	Week of April 4

Offer made / accepted.	• If requested, W&C participates in candidate employment agreement negotiations. • W&C notifies candidates of decision. • W&C confirms final process close out items with the City of Des Moines.	Week of April 11
------------------------	---	------------------

Strategy for Recruitment of Diverse Candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In this recruitment, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of Des Moines' City Manager position. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

Waters & Company, a *Springsted Company*, is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Springsted Incorporated, our parent company, is a certified WBE.

Timeline

Below is an estimated Timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a Timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

CITY OF DES MOINES, WA EXECUTIVE RECRUITMENT PRELIMINARY TIMELINE		
The following Timeline represents a preliminary schedule for your executive recruitment based on a commencement during the week of February 1. Actual target dates will be developed in consultation with and approved by the City Council.		
Project Milestone	Deliverables	Target Date
Profile development, advertising and candidate outreach.	- W&C completes on-site interviews to develop candidate profile and recruitment brochure; the City approves ad placement schedule and timeline. - W&C sends draft recruitment brochure to the City. - The City returns draft recruitment brochure (with edits) to W&C. - W&C commences executive recruitment advertising and marketing. - Online data collection and profile development.	Weeks of February 1 – 15
Applicant screening and assessment and recommendation of semi-finalists.	- W&C commences formal review of applications and sends most promising applicants a Candidate Questionnaire to provide additional information about background and experience. Candidates complete recorded interview online. - W&C completes formal review of applications and sends selected resumes and questionnaire responses to the City for review. Also candidates' recorded interviews are presented. - Semi-finalists complete candidate management style assessment and responses are reviewed and interview questions are developed. - W&C meets with the City and recommends semi-finalists; the City selects finalists for on-site interviews.	Weeks of February 15 – March 28
Comprehensive background check and reference checks completed for finalists.	W&C completes reference checks/background checks/ academic verification on finalists.	Week of March 28
On-site Interviews with finalists.	- W&C sends documentation for finalists to the City. - The City conducts on-site interviews with finalists.	Week of April 4
Employment offer made / accepted.	The City extends employment offer to selected candidate.	Week of April 11

III. Proposed Costs

The all-inclusive professional fee to conduct the recruitment is provided below and includes the cost of professional services by the Recruitment Co-Project Team Leaders, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of W&C and are handled directly by the client organization.

The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and 10% upon acceptance of an offer by the candidate. We are open to negotiate an alternative payment schedule if selected for this recruitment.

If candidates from this recruitment process are selected for another position within your organization within one year of the close of the recruitment, a fee of 50% of the following proposal amount will be due to Waters & Company, a Springsted Company.

All questions regarding the professional fees and project-related expenses should be directed to Art Davis at adavis@waters-company.com, 816-868-7042 or Chuck Anderson at canderson@waters-company.com, 817-965-3911.

PHASE	DESCRIPTION OF PROFESSIONAL SERVICES	FEES
Phase I	Task 1 – Candidate Profile Development/Advertising/Marketing (includes one day on site by Recruitment Project Team Leader) Task 2 – Identify Quality Candidates	
Phase II	Task 3 – Screening of Applications and Submission of Recommended Semi-Finalists to Client (includes one day on site by the Recruitment Project Team Leader) Task 4 – Reference Checks, Background Checks and Academic Verifications	
Phase III	Task 5 – Final Process/On-Site Interviews with Finalists (includes two days on site by Project Team Leader)	
Conclusion	Acceptance of offer by candidate	
	TOTAL ALL-INCLUSIVE PROFESSIONAL FEE	\$24,500

OPTIONAL SERVICES FOR CONSIDERATION	FEES
On rare occasions, W&C is asked to provide additional search services that are not included in this scope of service or to provide more than three on-site visits to the City. Additional work specifically requested by the City which is outside of the scope of this project will be invoiced at the hourly rate of \$220 plus expenses. W&C will submit a written explanation of the additional services to be provided and the estimated hours that will be required prior to commencing any additional services.	\$220 per hour plus expenses

Triple Guarantee

Our Triple Guarantee is defined as: (1) A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this proposal. If you are unable to make a selection from the initial group of finalists, W&C will work to identify a supplemental group until you find a candidate to hire. (2) Your executive recruitment is guaranteed for 24 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but only for project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws. (3) W&C will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

IV. Firm Experience

References

City of Charlotte, North Carolina

Ms. Cheryl Brown, *Director of Human Resources*
704-336-5703
clbrown@ci.charlotte.nc.us
Project: Selection of City Manager

City of Novi, Michigan

Mr. Victor Cardenas, *Assistant City Manager*
248-347-0450
vcardenas@cityofnovi.org
Project: Selection of City Manager

City of Fort Worth, Texas

Mr. Mike Moncrief, *former Mayor*
817-338-1225
mike@moncriefinvestments.com
Project: Selection of City Manager

City of Grand Rapids, Michigan

Mr. George Heartwell, *former Mayor*
gkheartwell@gmail.com
Project: Selection of City Manager

Experience

The following is a partial list of previous Executive Recruitments:

List of Relevant Executive Recruitments: 2011 – Present				
Year	Client	State	Recruitment	Population
2011	Altus	OK	City Administrator	19,591
2011	Ashland	OR	Assistant City Administrator	20,713
2011	Carrboro	NC	Town Manager	20,433
2011	Chesterfield County	VA	Deputy County Administrator	259,903
2011	Christiansburg	VA	Town Manager	21,041
2011	Decorah	IA	City Administrator	8,172
2011	Dumfries	VA	Town Manager	4,937
2011	Dunedin	FL	City Clerk	35,690
2011	Elk River	MN	City Administrator	23,447
2011	Fredericksburg	TX	City Mgr	10,829
2011	Gardner	KS	City Administrator	20,473
2011	Grain Valley	MO	City Administrator	13,125
2011	Jackson County	MI	County Administrator/Controller	160,248
2011	Lunenburg County	VA	County Administrator	13,146
2011	Madison County	VA	County Administrator	13,200

List of Relevant Executive Recruitments: 2011 – Present

Year	Client	State	Recruitment	Population
2011	Manassas	VA	City Manager	41,705
2011	Mesa	AZ	Deputy City Manager	457,587
2011	Osceola	WI	Village Administrator	2,421
2011	Petersburg	VA	City Manager	33,740
2011	Pierce County	WI	Administrative Coordinator	36,804
2011	Sachse	TX	City Manager	22,026
2011	Salisbury	NC	City Manager	33,604
2011	Socorro	TX	City Manager	32,517
2011	St. Anthony	MN	City Administrator	8,583
2011	Steele County	MN	County Administrator	36,576
2011	Virginia Beach	VA	Deputy City Manager	448,479
2011	Washington County	MN	County Administrator	246,603
2011	Willmar	MN	City Administrator	19,680
2012	Albertville	MN	City Administrator	7,044
2012	Becker County	MN	County Administrator	32,504
2012	Bedford County	VA	County Administrator	67,154
2012	Beltrami County	MN	County Administrator	44,442
2012	Botetourt County	VA	County Administrator	30,495
2012	Brainerd	MN	City Administrator	13,487
2012	Charlotte	NC	City Manager	792,862
2012	Eau Claire	WI	City Manager	61,704
2012	Exmore	VA	Town Manager	1,458
2012	Fairview	TX	Town Manager	8,148
2012	Guilford County	NC	County Manager	495,279
2012	Hennepin County	MN	County Administrator	1,199,000
2012	Kittson County	MN	County Administrator	4,552
2012	Martinsville	VA	City Manager	15,416
2012	Morehead City	NC	City Manager	9,203
2012	Nobles County	MN	County Administrator	21,397
2012	Ocean City	MD	Town Manager	7,092
2012	Polk County	MN	County Administrator	31,569
2012	Powhatan County	VA	County Administrator	27,964
2012	Rockbridge County	VA	County Administrator	22,307
2012	Rockville	MD	City Manager	47,388
2012	Scandia	MN	City Administrator	3,936
2012	Sibley County	MN	County Administrator	15,072
2012	Sun Prairie	WI	City Administrator	29,364
2012	Swift County	MN	County Administrator	9,594
2012	Thief River Falls	MN	City Administrator	8,661
2012	Winchester	VA	City Manager	27,216
2012	Windsor Heights	IA	City Administrator	4,860
2013	Alexandria	MN	City Administrator	11,580
2013	Bath County	VA	County Administrator	4,652
2013	Bayport	MN	City Administrator	3,496
2013	Belle Plaine	MN	City Administrator	6,804
2013	Bellevue	WI	Village Administrator	14,570
2013	Burnsville	MN	City Manager	61,434
2013	Clinton	NC	City Manager	8,676
2013	Cook County	MN	County Administrator	5,200

List of Relevant Executive Recruitments: 2011 – Present

Year	Client	State	Recruitment	Population
2013	East Grand Forks	MN	City Administrator	8,602
2013	Escambia County	FL	County Manager	305,817
2013	International Falls	MN	City Administrator	6,357
2013	Irving	TX	City Manager	228,653
2013	Jefferson County	WI	County Administrator	83,943
2013	Justin	TX	City Manager	3,333
2013	Manassas	VA	Director of Finance and Admin	41,705
2013	Montgomery	MN	City Administrator	2,933
2013	Moose Lake	MN	City Administrator	2,753
2013	Muskegon	MI	City Manager	37,213
2013	Newport News	VA	City Manager	179,611
2013	Norwood Young America	MN	City Administrator	3,583
2013	Orange County	VA	County Administrator	34,246
2013	Raleigh	NC	City Manager	423,179
2013	Shenandoah County	VA	County Administrator	42,684
2013	Sherburn	MN	City Administrator	1,128
2013	Washington County	VA	County Administrator	54,827
2013	Watertown	MN	City Administrator	4,239
2013	West Saint Paul	MN	City Manager	19,708
2013	Yellow Medicine County	MN	County Administrator	10,158
2013	York County	SC	County Manager	239,363
2014	Aitkin County	MN	County Administrator	15,927
2014	Atlantic Beach	FL	City Manager	12,864
2014	Belle Plaine	MN	City Administrator	6,804
2014	Bloomington	MN	City Manager	86,319
2014	Boone	NC	Town Manager	17,774
2014	Campbell County	VA	County Administrator	55,163
2014	Cape Charles	VA	Town Manager	990
2014	Castle Rock	CO	Town Manager	53,063
2014	Eustis	FL	City Manager	19,214
2014	Frederick County	VA	County Administrator	80,317
2014	Hutchinson	MN	City Administrator	13,871
2014	Irving	TX	City Manager	225,427
2014	Lakeville	MN	City Administrator	58,562
2014	Lexington	VA	City Manager	6,998
2014	Midlothian	TX	City Manager	19,891
2014	Narberth Borough	PA	Borough Manager	4,295
2014	Novi	MI	City Manager	123,099
2014	Oakdale	MN	City Administrator	27,780
2014	Orange County	NC	County Manager	140,352
2014	Roanoke County	VA	County Administrator	93,524
2014	Spotsylvania County	VA	County Administrator	125,684
2014	Springfield	MN	City Manager	2,114
2014	Township of Lower Merion	PA	Township Manager	59,850
2015	Arlington County	VA	County Manager	221,045
2015	Bemidji	MN	City Manager	14,435
2015	Big Lake	MN	City Administrator	10,298
2015	Brooklyn Park	MN	City Manager	78,373
2015	Coconino County	AZ	Deputy County Manager	136,539

List of Relevant Executive Recruitments: 2011 – Present

Year	Client	State	Recruitment	Population
2015	Cook County	MN	County Administrator	5,200
2015	Coon Rapids	MN	City Manager	62,103
2015	Cottage Grove	MN	City Manager	35,399
2015	Culpeper County	VA	County Administrator	48,506
2015	Davidson	NC	Town Manager	11,750
2015	Diboll	TX	City Manager	5,323
2015	Franklin County	VA	County Administrator	56,335
2015	Fulton County	GA	Deputy County Manager	984,293
2015	Gloucester County	VA	County Administrator	36,834
2015	Golden Valley	MN	City Manager	20,845
2015	Grand Junction	CO	City Manager	59,778
2015	Kingsville	TX	City Manager	26,312
2015	Madison County	VA	County Administrator	13,200
2015	Manassas	VA	Deputy City Manager	41,705
2015	Mille Lacs County	MN	County Administrator	25,833
2015	Monument	CO	Town Manager	5,817
2015	Provincetown	MA	Town Manager	2,994
2015	Sachse	TX	City Manager	22,026
2015	Scandia	MN	City Administrator	3,936
2015	Shakopee	MN	City Administrator	39,167
2015	Sibley County	MN	County Administrator	15,072
2015	Socorro	TX	City Manager	32,517
2015	Tazewell County	VA	County Administrator	44,103
2015	Virginia Beach	VA	City Manager	448,479
2015	Warrenton	VA	Town Manager	9,862
2015	Waseca County	MN	County Administrator	19,097
2015	West Jordan	UT	City Manager	110,077
2015	Westminster	CO	City Manager	109,169
2015	Williamsburg	VA	City Manager	15,206
2015	Wythe County	VA	County Administrator	29,344

V. Recruitment Project Team

Mr. Rollie Waters, Executive Vice President

Direct Phone: (214) 466-2424

Email: rwaters@waters-company.com

Recruitment Co-Project Team Leader

Mr. Art Davis, Senior Vice President

Direct Phone: (816) 868-7042

Email: adavis@waters-company.com

Recruitment Co-Project Team Leader

Mr. Chuck Anderson, Senior Vice President

Direct Phone: (817) 965-3911

Email: canderson@waters-company.com

Ms. Regan Brown, Project Coordinator

Direct Phone: (214) 466-2445

Email: rbrown@waters-company.com

Rollie Waters

Executive Vice President

Rollie O. Waters is an Executive Vice President of Waters & Company, a *Springsted Company*. Since 1976, Rollie has been a management consultant to private and public sector clients. He has consulted with national and international clients in the area of HR Management system design and strategic management. He has given various lectures and seminars for organizations in the areas of compensation as it relates to performance management. He is viewed on a national level as one of the foremost authorities in succession planning and performance management system design for the public sector. He has spoken before such organizations as the International City/County Managers Association, American Management Association, The Alliance for Innovation, Southern Methodist University, the University of Maryland, National Forum of Black Public Administrators, California Institute of Technology, the Texas Municipal League (TML), the International Personnel Management Association (IPMA-HR), several international companies in Great Britain and various other U.S. public and private sector agencies and organizations.

Rollie has been actively involved in the development of competency-based knowledge selection and development tools over the past twenty years. He has been instrumental in ensuring the proprietary profiles that he has designed attract the right candidates that fit the organization's needs. In addition, Rollie's extensive knowledge of performance management solidifies matching the management style most compatible with the organization's success. His research on succession planning has led him and his team to be able to help shape the future of organizations through their executive recruitment activities.

Rollie has been widely published in national journals and magazines focusing on human resource challenges. His publications include a research article in the Public Personnel Management Journal titled "The Impact of Behavioral Traits on Performance Appraisal." Prior to founding W&C, Rollie held an executive position with Dun & Bradstreet Co., Inc., and a management position with Owens Corning Fiberglass.

Areas of Expertise

- Executive Recruitment
- Web-based Compensation Support
- Management Development
- Organizational Strategy
- Mentoring Programs
- Performance Management
- Competency-based Systems and Development Systems
- Succession Planning

Professional Accomplishments and Education

Rollie is a member of Mensa, a Strategic Partner with the International City/County Managers Association, International Management Consultants, Alliance for Innovation, a member of the National Corporation Advisory Council of the National Forum for Black Public Administrators, and numerous other professional groups. He has also appeared in several professional directories such as Who's Who in the World, Who's Who in Finance and History, and many others. Rollie has an extensive background in the behavioral sciences and strategic planning. He received his MBA at Pepperdine University and his Bachelor of Science degree in Psychology from the University of South Carolina. In addition, he is a Certified Management Consultant (CMC); CMC is a certification mark awarded by the Institute of Management Consultants USA and represents evidence of the highest standards in consulting and adherence to the ethical canons of the profession.

Arthur (Art) Davis
Senior Vice President

Arthur (Art) Davis is a Senior Vice President of Waters & Company, a *Springsted Company*. Prior to joining Waters & Co., Art successfully started and expanded his own company for 10 years providing executive recruitment and organizational management consulting services for cities, counties and nonprofits.

Prior to consulting, Art was Associate Director for the Civic Council of Greater Kansas City, a nonprofit 501c4 membership organization of CEOs representing some of the largest companies in the region. One of his responsibilities was to organize efforts to revitalize Downtown Kansas City, Missouri by coordinating a strategic and master planning process involving hundreds of stakeholders, resulting in development of strategies, solicitation of start-up funding and implementation of action plans – all contributing toward the successful revitalization of Downtown Kansas City.

For nearly six years Art served as City Administrator of Lee’s Summit, a city recognized as the “fastest growing” city in Missouri and the Greater Kansas City region at the time. Earlier positions of responsibility include working for the cities of Lenexa, Kansas and Dallas, Texas, at one point serving as Assistant to the Mayor of Dallas.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Strategic Goal Setting & Strategic Planning
- Organizational Assessment, Design & Development
- Organization & Community Facilitation

Professional Accomplishments and Education

Art received his Bachelor of Arts degree in political science and public administration from William Jewell College and his Masters of Public Administration from the University of Kansas.

Art has led and participated in a wide variety of community initiatives and on nonprofit boards throughout his career. He was presented with the L.P. Cookingham Award by the Greater Kansas City Chapter of the American Society for Public Administration, recognizing his long-term and outstanding contributions in the field of public administration.

Charles (Chuck) Anderson

Senior Vice President

Charles (Chuck) S. Anderson is a Senior Vice President of Waters & Company, a *Springsted Company*. Prior to joining the Waters & Co., Chuck worked for local governments and non-profit organizations, including City Manager for Dallas, Texas; Executive Director for the Dallas Area Rapid Transit (DART) and Executive Director for the Michigan Education Association.

Chuck also served as Director for Local Government Reform for the International City/County Association (ICMA), managing a U.S. government contract for the planning and delivery of technical assistance to local governments in Central and Eastern Europe. His last assignment in this role with ICMA was to recruit and supervise a team of technical consultants to assist in re-building local governments in Bosnia following agreement on the Dayton Accords.

During his service with the Michigan Education Association, Chuck also served as Senior Consultant for Urban Planning and Management for Michigan State University's Institute for Public Policy and Social Research.

Areas of Expertise

- Executive Recruitment
- Leadership/Management Development
- Organizational Design
- Organizational Development

Professional Accomplishments and Education

Chuck received a Bachelor of Arts degree in political science and human resources management and a Masters of Public Administration degree from the University of Kansas. He received the prestigious L.P. Cookingham Award for Development of Young Professionals from the International City/County Management Association (ICMA) and the Minority and Women Advancement Award from the American Public Transit Association (APTA). He was also recognized as Public Administrator of the Year by the American Society of Public Administration (ASPA) and Outstanding Management Innovator (Honorable Mention) by ICMA. Chuck was recognized in 2007 with the Lifetime Achievement Award from his Public Administration Alumni Association at the University of Kansas.

Regan Brown

Project Coordinator

Regan Brown is the Project Coordinator at Waters & Company, a *Springsted Company*. She is responsible for supporting the lead consultants throughout the entire scope of the recruiting process, as well as providing administrative support to the Executive Vice President, Rollie Waters.

In this role, Regan coordinates communications with candidates, the handling of resumes and the distribution of candidate questionnaires. She is also responsible for providing support to candidates regarding technical and logistic issues. She assists the consultants in scheduling the semifinalist interviews, submitting profiles for background checks and education verifications and notifying the finalists. Her responsibilities extend to editing presentations and proposals, advertisement placements and general office administration.

Professional Accomplishments and Education

Previously, Regan worked in Residential Real Estate and as the Operations Manager for a publically held subprime financial services company. Coordinating between board members, executive staff and operations employees, she implemented executive initiatives at all levels of the company. Regan also served as ISO 9001 Management Representative for Halo Financial Services, LLC.; her attention to detail and her passion for efficiency allowed for a perfect audit record three years in a row. Her service leadership attitude ensures an exceptional customer service experience.

APPENDIX I

Sample Brochure

THE CITY OF GRAND JUNCTION, COLORADO IS SEEKING A HIGHLY EXPERIENCED AND VISIONARY LEADER TO SERVE AS ITS...

THE COMMUNITY

Grand Junction, Colorado is a scenic community located on the western desert slopes of the Rockies. It was founded in 1881. Midway between Denver and Salt Lake City along Interstate 70, this unique, home rule municipality encompasses 38 square miles at an elevation of 4,592 feet, and is the most populous municipality in Mesa County and western Colorado. Having grown by 40% to just over 60,000 residents since 2000, the City remains a major commercial and transportation hub serving a region of 150,000. Grand Junction has been recognized as the No. 12 "Best Small Place for Business & Career," the No. 19 "Best U.S. City for a Tech Startup," as well as "Top 5 in Colorado for Manufacturing."

The Grand Valley is home to over 20 wineries and is known as Colorado's "wine country" sitting atop the convergence of the Colorado and Gunnison Rivers. The result is a lush, agricultural valley with orchards that date back to the 1880's. In addition to year-round access to vineyards, Grand Junction overlooks the awe-inspiring red rock landscape of the Colorado National Monument to its west. The area has developed into a major recreational destination, attracting outdoor enthusiasts such as mountain bikers, snow and water skiers, hikers, hunters and campers from all over Colorado, the United States and internationally. Grand Junction Regional Airport is located just north of the city, a 15 minute drive from downtown.

Grand Junction's "small-town feel" and picturesque beauty make it a desirable location

CITY MANAGER

Grand Junction offers:

- Scenic beauty
- A family-friendly atmosphere
- Abundant land for development
- Strategic location
- Well-educated, involved citizens
- World class outdoor recreation amenities

MUNICIPAL ORGANIZATION

The City of Grand Junction operates under the Council-Manager form of government which was voted on and passed by the citizens in 1921. The City Manager is hired by the City Council and reports directly to the Council. The City Council is comprised of seven community members; five elected by district; and two elected at-large. Elections are held every other April in odd numbered years, and the Mayor, as the president of the Council, is selected from among the City Councilmembers each May. City Council members have term limits of two four-year terms. The City Council meets at 7:00 PM in the City Hall Auditorium on the 1st and 3rd Wednesday of each month, and holds workshops on Mondays preceding the formal meetings.

The City's budget is approximately \$143 million, providing for 641 FTEs in the FY2015 adopted budget. The City is organized and operates in the following functional areas: Administration that includes Finance, Internal Services (fleet services, facility maintenance, purchasing and parking), Information Technology, Human Resources, City Attorney's Office, Courts and Planning; Fire and Emergency Medical Service; Police; Parks and Recreation; Public Works; and Convention and Visitor's Services. The Mayor and City Council appoint a number of volunteer boards and commissions that include, but are



THE COMMUNITY (Continued)

for business development as well as an ideal environment to live and raise a family. Excellent educational services are available at every level. Colorado Mesa University, with an average annual enrollment of about 10,000 students, Western Colorado Community College and Mesa County Valley School District all actively contribute to the community.

Grand Junction has been named one of the 8 sunniest cities in the United States, boasting more than 275 days of sunshine annually. These attributes make Grand Junction an amazing recreational destination for golfers, outdoorsmen, biking enthusiasts, water sports fans, etc. The City draws three million visitors annually by hosting events and festivals that highlight the 20 wineries, handful of breweries, and unlimited recreational opportunities, solidifying tourism as one of Mesa County's top 3 industries.

Grand Junction offers its next City Manager an excellent environment for professional challenges, quality of life and the opportunity to build on these fundamental qualities.



MUNICIPAL ORGANIZATION (Continued)

not limited to: Planning Commission, Parks and Recreation, Historical Preservation, Riverfront Commission and Visitor & Convention Bureau Board.

The City of Grand Junction is known for its innovative culture both as a community and as an organization. Notable innovations are the Biomethane Gas Project, the first of its kind in the nation; the City's compressed natural gas (CNG) fueling facilities to serve the growing CNG vehicle fleet; construction of the first Diverging Diamond interchange

in Colorado; the Riverside Parkway, a seven-mile beltway believed to be the largest municipal public works project in Western Slope history; energy conservation initiatives resulting in significant annual savings; the 30+ mile Riverfront Trail system (an ongoing, valley-wide project to provide an uninterrupted public trail system that stretches from the bedroom communities of Palisade to Fruita); and the year-round Art on the Corner outdoor sculpture exhibit in Downtown Grand Junction, believed to be one of the first of its kind in the nation.

CURRENT ISSUES

The next City Manager will encounter the following challenges during the first six to eighteen months on the job. The list is not intended to be all-inclusive but instead representative of what to expect.

- **Economic Development** - A primary focus of the City Manager will be advising the City Council regarding economic development opportunities and working in partnership with public and private entities to ensure that development is sustainable and in the best long-term interests of the City. A diverse, sustainable and vibrant local economy is a priority of the City Council. The Council has commissioned an Economic Development Plan and will consider substantial financial investment in economic development projects in conjunction with its partners, the Grand Junction Economic Partnership, Grand Junction Area Chamber of Commerce, Business Incubator, the Downtown Development Authority and the Downtown and Horizon Drive Business Improvement Districts.
- **Fiscal Sustainability** - The City Manager will guide the current and long-term financial status of the City and recommend financial strategies that maximize fiscal resources and protect the City from fluctuations in the local, state and national economy. With its economic condition closely tied to the fluctuations in the energy sector of the regional economy and limitations within Colorado's Tax Payer Bill of Rights (TABOR), exceptional financial acumen is essential.
- **Community Development and Redevelopment** - Grand Junction is a vibrant community with a mix of unique neighborhoods. The manager will be proactive in attracting quality development and redevelopment that maintains the City's character.

Efforts will continue to promote a vibrant downtown, strong neighborhood integrity and spark increased quality residential and commercial development in the community.

- **Succession Planning and Leadership** - Grand Junction has an experienced cadre of department heads and division managers. The new City Manager will need to ensure mechanisms are in place to capture institutional knowledge and facilitate departmental and divisional leadership as seamlessly as possible. The City Manager will be a collaborative leader who respects the competence and role of senior staff while challenging them professionally and mentoring them as needed.
- **Collaboration and Partnerships** - The City Manager will be open and approachable to public, private and regional partnerships and collaboration. The Manager will serve as an effective and articulate advocate for the City's interests in discussions and negotiations with other organizations, including other cities, Mesa County, and the State. The Manager will actively engage and collaborate with those in the education sector, the economic partners and other City and County governments. In concert with the Mayor and City Council, the City Manager will be a visible presence and ambassador within the community.

- **Capital Projects** - The City is conducting feasibility studies to consider the expansion of the current convention center into a major event center, with an anticipated cost of +/- \$50 million. The City Manager will provide guidance on the feasibility of this and other projects and financing strategies.

Other challenges include:

- **Organizational Assessment** - The new City Manager will review the current staffing, organizational structure and service levels of the organization and recommend improvements and potential realignments based on a data-driven and insightful analysis of the current structure and staffing.
- **Community Engagement** - As Grand Junction becomes more diverse in terms of its age, income, racial and ethnic demographics, the City will need to employ multiple strategies and languages to connect with a variety of residents. Social media will be increasingly prevalent in this outreach and broad enough to include those who are very technically savvy as well as those with little access to technology and media.

CANDIDATE PROFILE

Prepared in consultation with the Mayor and members of the City Council as well as with formal and informal leaders in the City organization and the community, the following reflects the leadership and management style along with personal characteristics of the ideal candidate:

- Highly-developed financial management, analytical and budgetary skills.
- A passion for public service and a commitment to leading highly experienced and competent staff committed to outstanding service delivery.
- Commitment to collaboration and engagement among employees and the community.
- An approachable, outgoing, open and participatory management style.
- High personal energy and a positive approach.
- Outstanding personal integrity, leadership and management skills.
- The ability to work with and communicate effectively with all levels of the organization and all elements of the community on a straightforward and equitable basis, with sensitivity to the organizational and community cultures.
- The ability to anticipate problems, identify alternative courses of action, prepare proactive recommendations and to defend and support those recommendations.
- The ability to be an effective and articulate advocate for the City's interests in discussions and negotiations.
- The willingness to accept personal accountability, with the ability to effectively delegate authority and responsibility while maintaining appropriate levels of operational control.

- The ability to maintain effective working relationships with the department directors and other City employees while maintaining a high level of accountability and productivity. The City Manager must be committed to organization development and growth.
- A willingness to maintain a high degree of visibility in the community, both on and off the job. The successful candidate must have the desire to enter into a long-term relationship with the City of Grand Junction and the community.

Other required personal characteristics include:

- A visionary approach to Grand Junction's future.
- An understanding of the political process while avoiding personal involvement in political issues.
- Initiative, resourcefulness, creativity and problem-solving ability.
- Outstanding interpersonal and "people" skills.
- An interest in and support of innovation.
- Outstanding written, oral and presentation communication skills.
- Personal and professional integrity of the highest order, demonstrated in both the candidate's public and private life.



QUALIFICATIONS AND EXPERIENCE

The successful candidate will hold a bachelor's degree in business or public administration or a related field from an accredited college or university, with a graduate degree in a related field preferred. A minimum of ten years senior managerial service in a municipality or the equivalent is desired. Candidates with service as a city manager, assistant/deputy city manager in an equivalent or larger municipal organization or service as a department head in a large, complex municipal organization also will be considered. Candidates with private sector or nonprofit experience in complex organizations with challenges similar to those of Grand Junction may be considered on a case-by-case basis. The candidate's background and experience should include a diverse exposure to all aspects of managing a full-service city or county, preferably in an urban environment and in a community undergoing substantial redevelopment and revitalization pressure. The City Council is open to candidates from any region of the nation with experience relevant to Grand Junction, with a focus on candidates from growing and involved communities.



COMPENSATION

A highly competitive starting salary based on the successful candidate's qualifications and experience will be offered. The most recent compensation for the City Manager was approximately \$167,000. The City offers a superior benefits package, including relocation assistance; vehicle allowance; medical, dental and vision insurance plans, as well as life and disability insurance; Paid Time Off; an Executive Defined Contribution Plan with a 9% matched contribution supplemented by Social Security; and other highly competitive benefits. The quality of life offered in Grand Junction is outstanding and the City Manager does have a residency requirement.



A Springsted Company

14285 Midway Road
Suite 340
Addison, TX 75001

Phone: 972.481.1950
Toll-free: 800.899.1669
Fax: 972.481.1951

Springsted Incorporated
380 Jackson Street
Suite 200
Saint Paul, MN 55101

Phone: 651.223.3000
Fax: 651.223.3002

waters-company.com

493



APPLICATION & SELECTION PROCESS

Qualified candidates should submit their resume online by visiting our website <https://waters-company.recruitmenthome.com>. **This position is open until filled.** Applications will be screened against criteria provided in this brochure.

For more information, please contact:

Chuck Rohre
(214) 466-2436 (direct)
(214) 608-7477 (mobile)
Email: crohre@waters-company.com

Art Davis
(816) 868-7102
Email: adavis@waters-company.com

Applicants for this position selected as finalists will be subject to a criminal history, credit, driver's license, educational credentials and personal background check prior to being named a finalist. A complete background investigation will be conducted prior to hiring. While the consultant and City of Grand Junction will endeavor to maintain confidentiality, a candidate's status as a finalist will be subject to public release.

The City of Grand Junction is an equal opportunity employer and values diversity at all levels of its workforce.

Helping

PUBLIC & PRIVATE

SECTOR CLIENTS

manage their HR needs



THIS PAGE LEFT INTENTIONALLY BLANK

Des Moines Creek Business Park



Des Moines Creek Business Park



-
- **Three Phases**
 - **87 Acre Site**
 - **Fully Entitled**
 - **Out Of 100 Year Flood Plain**
 - **Ground Lease with the Port of Seattle**
 - **Excellent Freeway and Mass Transit Access**

Des Moines Creek Business Park



Des Moines Creek Business Park



Industrial

- **Phase I – 535,850 SF**
 - Three Multi-Tenant Warehouse Buildings – 1A, 1B, 1C
 - February 2016 Completion
 - LEED Silver Anticipated
- **Phase III – 488,500 SF**
 - Two Multi-Tenant Warehouse Buildings – 3A, 3B
 - December 2016 Completion

Des Moines Creek Business Park



Office

- **Phase II – 299,749 Gross SF**
 - 281,805 Rentable SF
 - Class A Office Build-to-Suit, GSA 20 Year Firm Lease
 - Five Story Steel Frame Building on a 22 Acre Site
 - Early 2018 Occupancy
 - 1,600 Jobs and Supporting Amenities to Des Moines
 - City of Des Moines and Port of Seattle Support.

Des Moines Creek Business Park



Phase II: Office Building



Des Moines Creek Business Park



Des Moines Creek Business Park



**Thank You City Council, Mayor Pina,
Tony Piasecki, Dan Brewer and the City
Staff for Your Help!**



Des Moines Creek Business Park

Combined Public Hearing



**City Council Presentation
January 21, 2016**

COMBINED PUBLIC HEARING



- ✓ **Draft Ordinance 15-216:**
 - ✓ **Vacation of South 214th Street ROW**

- ✓ **Draft Resolution 15-215:**
 - ✓ **Approval of 2nd Addendum to the Amended and Restated 2nd Development Agreement**
 - ✓ **Master Plan Amendment**



STREET VACATION CRITERIA



- ✓ **Must be consistent with Chapter 12.10 DMMC and RCW 35.79.**
- ✓ **Petition must be signed by the owners of two-thirds of the property abutting upon the street to be vacated.**
- ✓ **Since petitioner is only property adjacent to ROW, they are the only signatures required.**
- ✓ **Notice all utilities, including police and fire.**



STREET VACATION CRITERIA (continued)



- ✓ **No public funds expended in acquisition of ROW, never improved for transportation purposes, therefore classified as Class C.**
- ✓ **DMMC 12.10.070 FEES AND COMPENSATION states that a Class C street vacation “requires no compensation.”**
- ✓ **Must be approved by ordinance at a public hearing.**



DEVELOPMENT AGREEMENT CRITERIA



- ✓ **Agreement must set forth the development standards that govern and vest to the property.**
- ✓ **Must be consistent with the City's adopted development regulations.**
 - Deviations ok if authorized by current development regulations.
- ✓ **Must be approved by a resolution at a public hearing.**



MASTER PLAN AMENDMENT CRITERIA



- ✓ The use is permitted.
- ✓ The project complies with the lot coverage requirements.
- ✓ There is sufficient access to the project site.
- ✓ The environmental impacts have been sufficiently mitigated.
- ✓ The project complies with applicable sections of the *Des Moines 2035 Comprehensive Plan*.



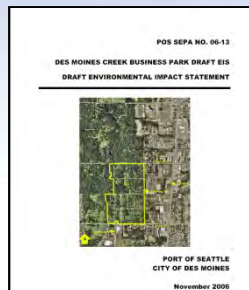
Previous Actions



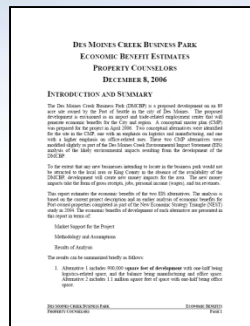
NEST Study



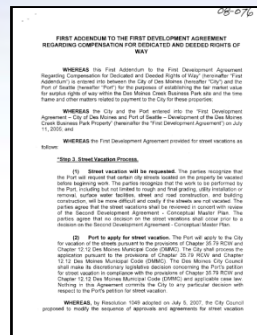
DEIS



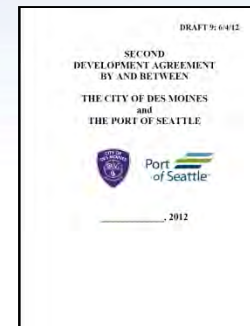
Benefit Study



1st Addendum



2nd Development Agreement



2004

2005

2006

2007

2008

2010

2012

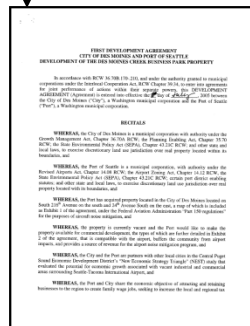
2014

2016

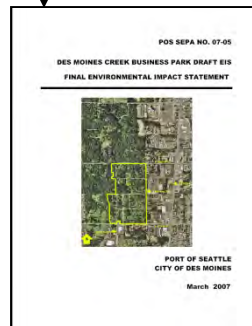
Master Plan
Amendment
& 2nd
Addendum



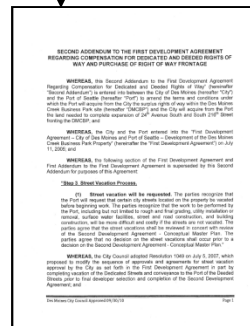
Conceptual
Master Plan



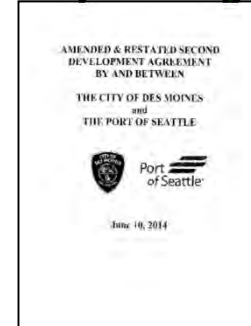
1st Development
Agreement



FEIS



2nd Addendum

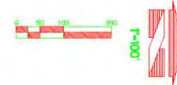
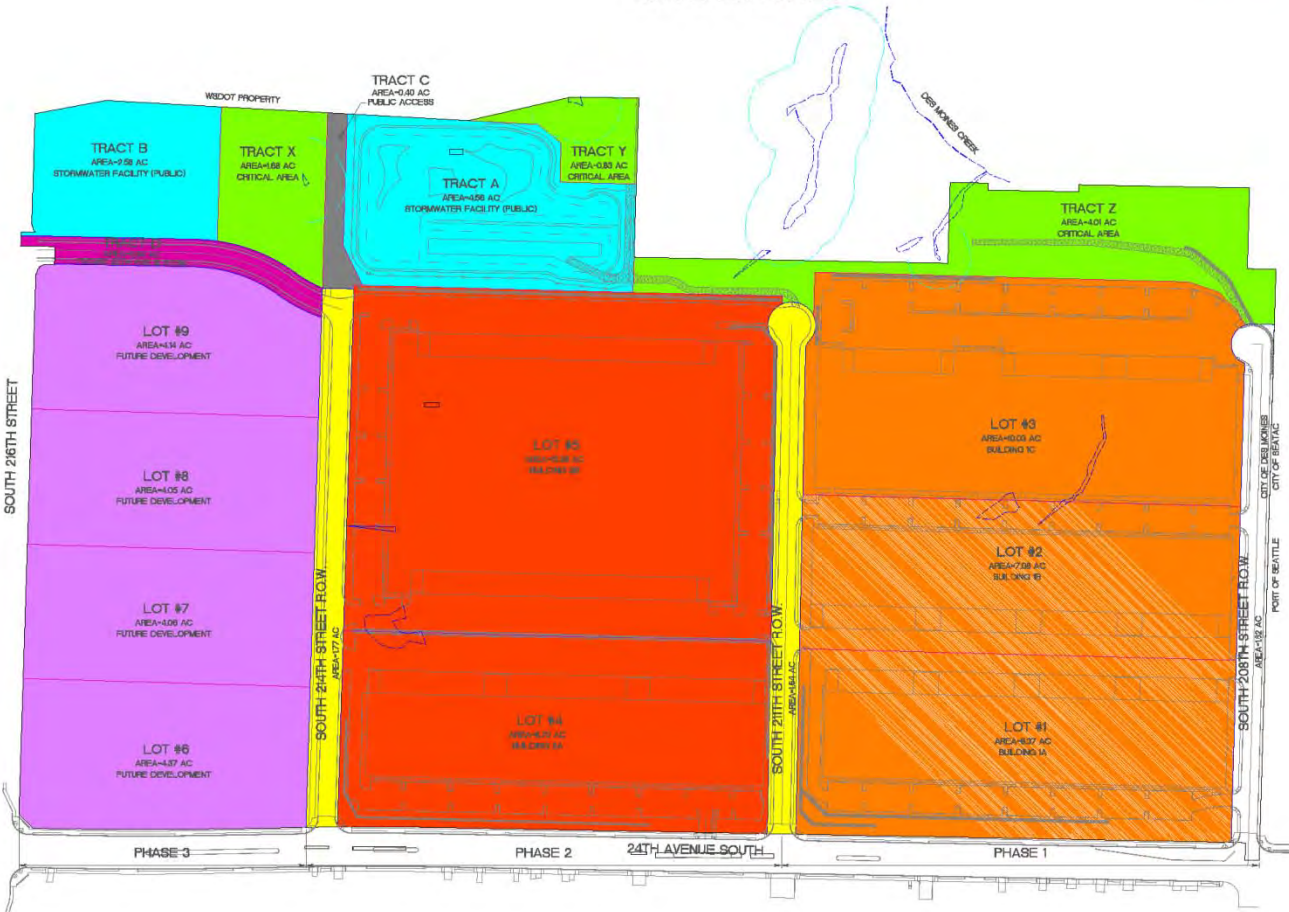


Master Plan & A&R
2nd Development
Agreement



Current Site Plan

DES MOINES CREEK BUSINESS PARK SITE AREA EXHIBIT



WOLLINS
WORMAN®

710 SECOND AVENUE • SUITE 1400
SEATTLE, WA 98104-1710
T • 206 245 2100 F • 206 245 2101

PROJECT TITLE
DES MOINES CREEK
BUSINESS PARK
for
PANATTONI
DEVELOPMENT
COMPANY, Inc.

6840 FORT DENT WAY, SUITE 350
SEATTLE, WA 98168

ISSUED:

MARK	DATE	DESCRIPTION
------	------	-------------

[illegible]

PROJECT NUMBER	PANA0213.017
----------------	--------------

DRAWN BY

ISSUE DATE 12/12/2013

STAMP



12/12/13

SHEET TITLE / NUMBER
DES MOINES
CREEK BUSINESS
PARK
SITE AREA EXHIBIT

BCE PROJECT NUMBER: 16512

WWW.COLLINSWOERTMAN.COM

Current Master Plan Features



Access and Internal Roadways:

- ✓ **South 208th Street & South 211th Street:**
 - **Constructed as part of Area 1.**

- ✓ **South 214th Street/20th Avenue South (Internal Loop Road):**
 - **Phased construction – Areas 2 and 3.**



Current Master Plan Features



Stormwater Facilities:

✓ Pond “A” – Tract A

- For Areas 1 and 2 - Fully constructed as part of Area 1
- Deeded to City upon completion

✓ Pond “B” – Tract B

- For Area 3 - Future construction
- Deeded to City upon completion



Current Master Plan Features



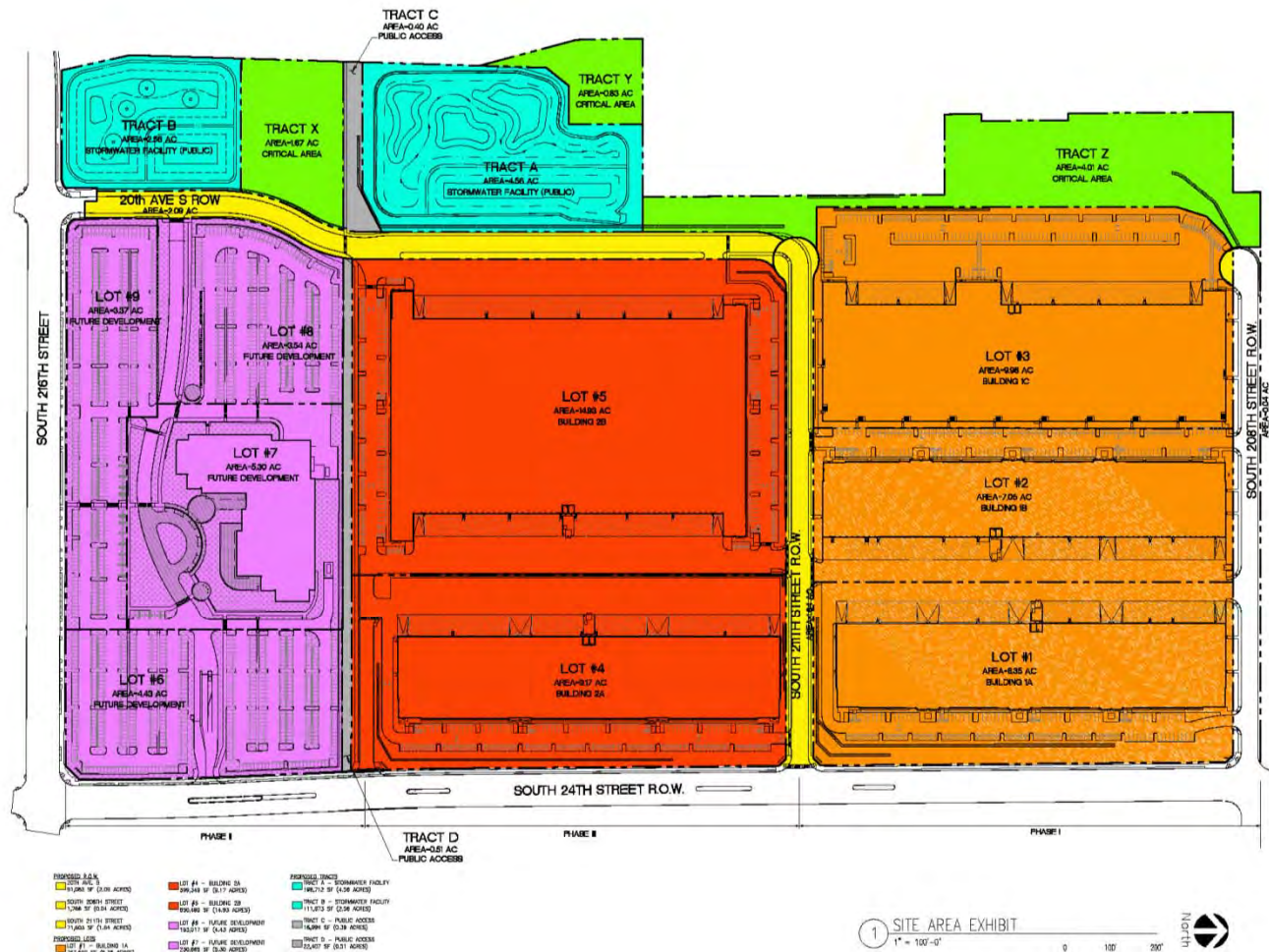
Environmentally Critical Areas:

- ✓ Tracts X, Y and Z – 6.52 Acres.
- ✓ DMMC formerly required these tracts to be transferred to the City when the DMCBP short plat was recorded.
- ✓ Ordinance 1606 allowed the City Council to allow continued Port ownership.
- ✓ 1st Addendum approved the Port's request to retain ownership of these Tracts.



WOLLMAN
COLLINS

710 SECOND AVENUE • SUITE 1400
SEATTLE, WA 98104-1710
T • 206 245 2100 F • 206 245 2101



PROJECT TITLE
DES MOINES CREEK
BUSINESS PARK
for
PANATTONI
DEVELOPMENT
COMPANY, Inc.

ISSUED:		
MARK	DATE	DESCRIPTION



18215 72ND AVENUE SOUTH
KENT, WA 98033
(425) 231-8222
(425) 231-8782 FAX

CIV. ENGINEERING AND PLANNING
SURVEYING, ENVIRONMENTAL, SPECIALTIES

PROJECT NUMBER	PANA02.13.07
DRAWN BY	
ISSUE DATE	01/14/2016

SHEET TITLE / NUMBER
SITE AREA EXHIBIT



Current Development – 3 Bldgs Area 1/Phase I – 24th/211 facing northwest



Current Development 24th/211th facing north



Current Development 24th/208th facing south



01/14/2016 14:48



Current Development West end of 208th facing east



01/14/2016 14:41



Current Development West end of 208th facing south



01/14/2016 14:41



Area 2/Phase III



- ✓ **Approved with Previous Master Plan.**
- ✓ **~24 Acres**
- ✓ **2 Buildings totaling ~ 500,000 SF**
- ✓ **Anticipated Construction in 2016**



2nd Addendum Key Terms

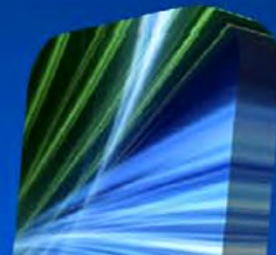


Master Plan Amended to:

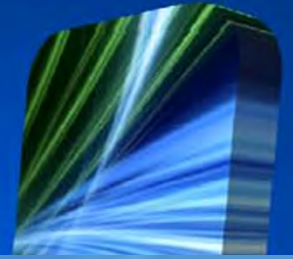
- 1. Add Area 3 – FAA Project***
- 2. Reflect revised internal loop road and joint use access path transportation infrastructure.***
- 3. Authorize modification to site plan to include wider Tract C and slight alignment adjustment of 211th.***



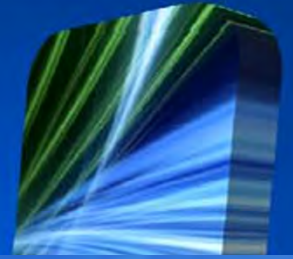
Proposed FAA Headquarters Area 3/Phase II



Proposed FAA Headquarters Area 3/Phase II



Proposed FAA Headquarters Area 3/Phase II





2nd Addendum Key Terms



Transportation Infrastructure

Internal Loop Road Reconfigured:

- ✓ **Tract E (214th ROW) vacated.**
- ✓ **211th connected to 20th Ave S
in new dedicated right of
way.**



2nd Addendum Key Terms



Transportation Infrastructure

Joint Use Pedestrian & Bike Pathway:

- ✓ **Remains along 214th
alignment but in 20 foot
tract, not a 60 foot ROW.**



2nd Addendum Key Terms



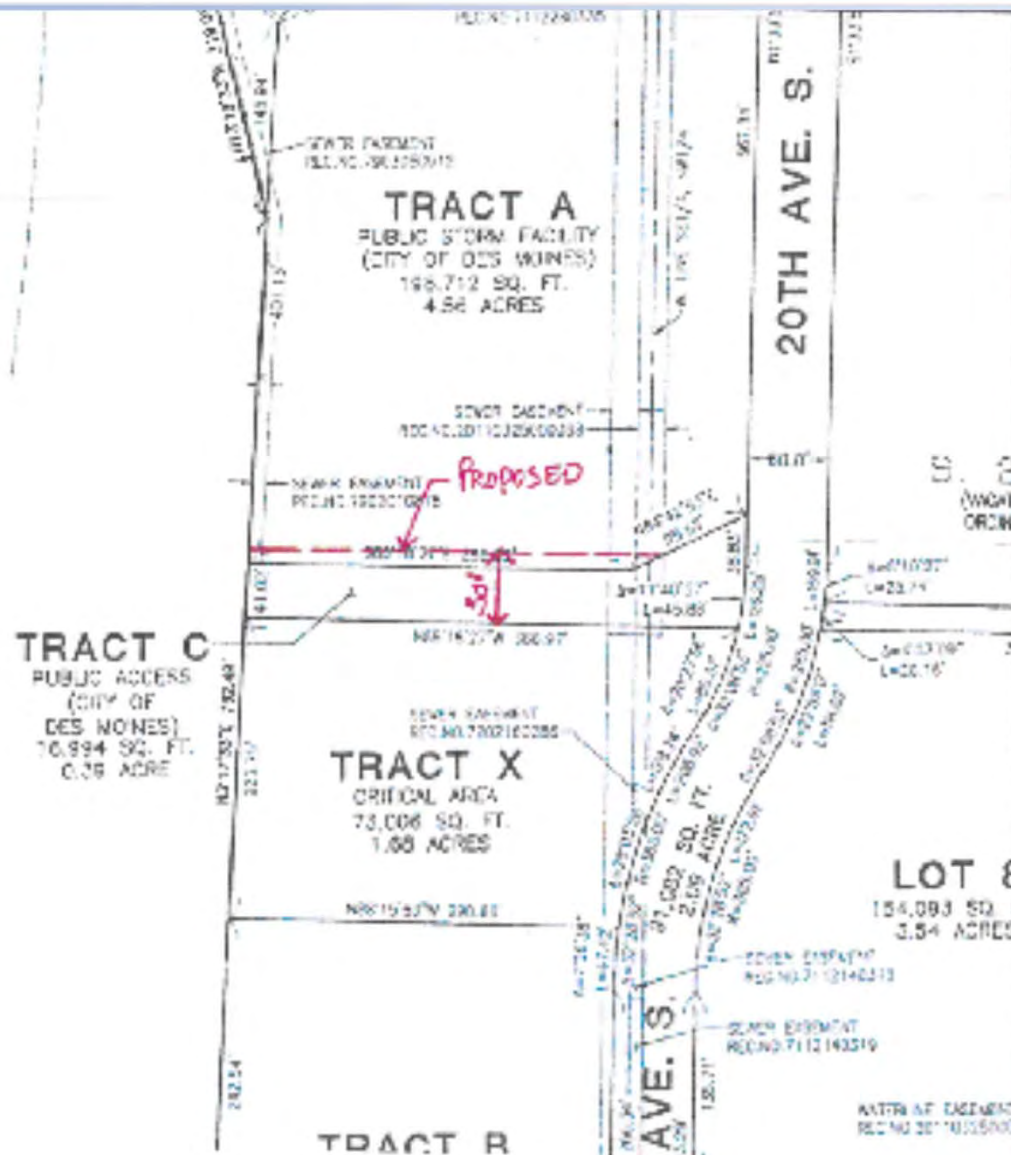
Transportation Infrastructure

Tract C Width:

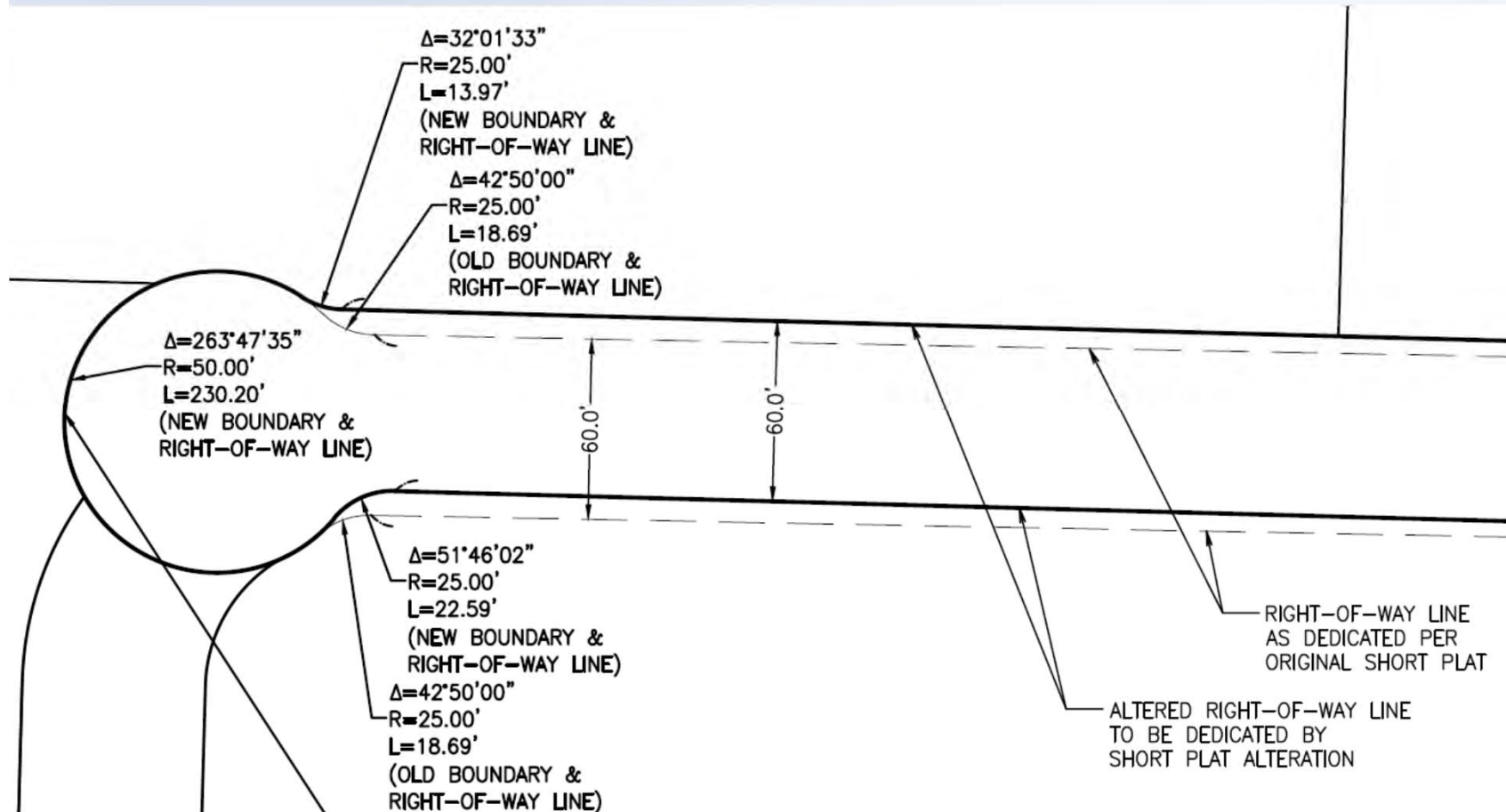
- ✓ Widened from 41 ft to 50 ft.
- ✓ Provides for trail connection.
- ✓ Provides option for future roadway connection to the west



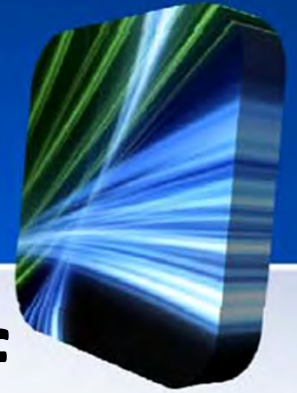
214th & Tract C



211th Alignment Adjustment



City of SeaTac Comments *with staff response*



- ✓ **Update traffic study to confirm if traffic signal at 24th & 208th is needed.**
 - ***Revised traffic study completed under current/projected conditions, not those projected in the 2007 EIS.***
 - ***No signal needed or anticipated, but stop signs on 208th required.***



City of SeaTac Comments *with staff response*



✓ Does Drainage Technical Report comply with current drainage design standards, not those from 2007?

- *Yes – the current Des Moines Creek Watershed standards for flow control and the treatment, conveyance and wetland protection standards under the KCSWDM standards and supplemental standards in DMMC 11.08.070 apply.*



Conditions Required for City Manager Signature on 2nd Addendum



Resolution 15-215 includes 10 DMMC conditions (Packet p. 72), including the following:

- **A Site Plan substantially consistent with Exhibit B (Packet p. 81).**
- **An acceptable traffic analysis and report.**
- **A completed Tract E ROW vacation.**



Emerging Issues



- **Outdoor Storage – Buffering Goals.**
(screening from view from public streets).



Emerging Issues



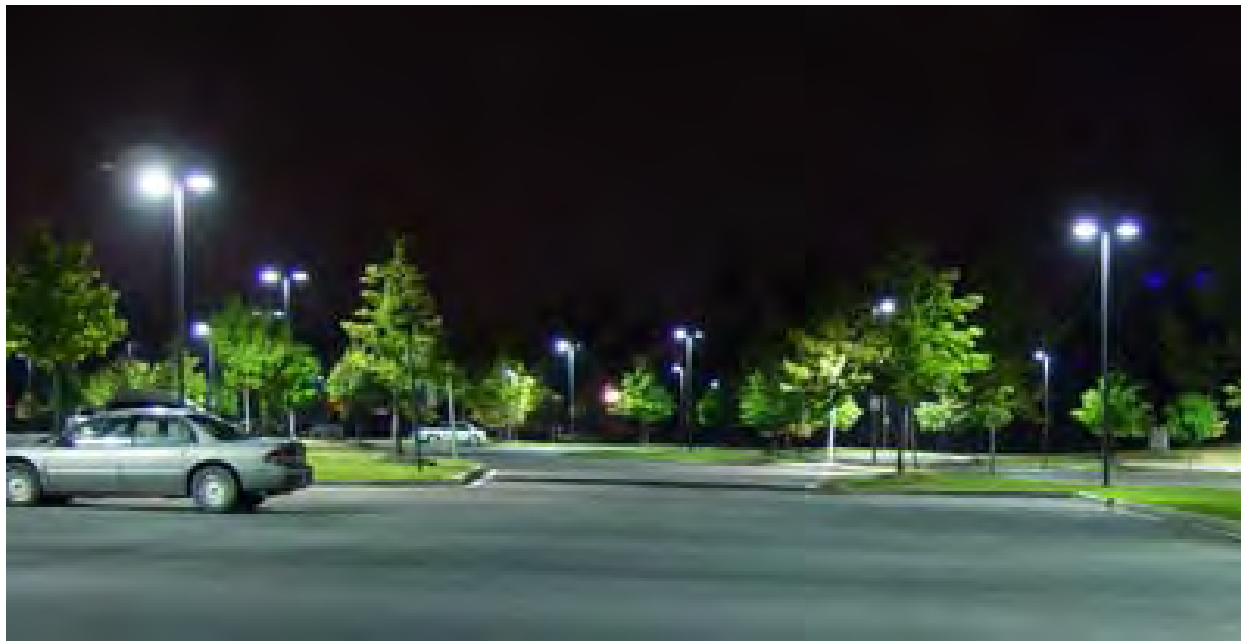
1 SITE PLAN



Emerging Issues



- **Permitted height of outdoor light poles and need to accommodate more efficient technology (LED).**



2nd Addendum Tract E Motions



Motion1A: “I move to suspend City Council Rule 26(a) in order to adopt Draft Ordinance No. 15-216 on first reading.”

Motion 1B: “I move to approve Draft Ordinance 15-216 vacating a portion of City of right-of-way generally described as Des Moines Creek Business Park Tract E located along the South 214th Street right-of-way in the City of Des Moines, and authorize the City Manager to sign the exclusive easement substantially in the form as submitted.”



2nd Addendum Motions



Motion 2: “I move to approve Draft Resolution 15-215 amending the DMCBP Master Plan and approving the 2nd Addendum to the Amended and Restated Second Development Agreement with the Port of Seattle regarding the Des Moines Creek Business Park, and authorize the City Manager to sign the Addendum substantially in the form as submitted.”





2016-2017 On-Call Consultant Agreements for Civil Engineering Services

Des Moines City Council

January 21, 2016

Presented by
R. Brandon Carver, P.E., P.T.O.E.
Engineering Services Manager

Quick Facts

- Process used by other agencies, and implemented here in 2008
- On-call Consultant Roster
- More efficient process
- Expands the capabilities of City Staff
- State Law:
 - Advertise
 - Interviews (if necessary)
 - Select the most qualified consultant(s) to provide professional services.
 - Selection may not be based on the cost for those services.

Consultant Selection Process

- Request for Qualifications (RFQ) Published – October 2015
- Statements of Qualifications (SOQ) were received from 17 firms
- Staff selection committee review
- Firms ranked by specific civil engineering disciplines.
- 8 firms selected
 - Redundancy
 - Conflict of Interest
- Agreements developed

Financial Impact

- Approving these On-Call Agreements will streamline the consultant selection process, saving staff time and resources, including advertising costs.
- Approving these Consultant Agreements will create no negative financial impact to the City – **no funds are being authorized by this motion**

Task Order Assignments –

- Specific scope, schedule, and budget.
 - Work within established and approved City programs and budgets, or to assist the City in response to emergency situations
- The City Manager will approve Task Order Assignments that are within the City Manager's authorized limit (up to \$50k).
 - Task Order Assignments above that limit will be brought before the City Council for authorization.

2012-2013 On-Call Engineering Services Task Order Summary

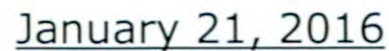
Company	# of Projects	Authorized Amount
AMEC	1	\$4,897
ESA	1	\$1,350
Exeltech	1	\$543,546.99
Fehr & Peers	1	\$5,500
KPG	3	\$124,016.94
Parametrix	4	\$30,283.69
Tetra Tech	2	\$329,937.41
HDR	0	\$0
James W. Ellison	0	\$0
KPFF	0	\$0

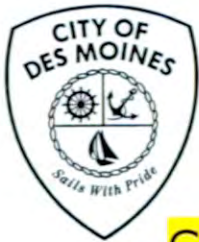
2014-2015 On-Call Engineering Services Task Order Summary

Company	# of Projects	Authorized Amount
AMEC	2	\$17,424
KPG	5	\$459,309.86
Exeltech	2	\$464,706.76
Fehr & Peers	1	\$49,999.92
HDR	1	\$44,799.99
Parametrix	4	\$469,590.38
Tetra Tech	8	\$532,831.06
BergerABAM	0	\$0
The Blueline Group	0	\$0
ESA	0	\$0
KPFF	0	\$0

Suggested Motion

- “I move to approve the Consultant Agreements for On-Call Civil Engineering Services (2016-2017) with AMEC, BergerABAM, Exeltech, HWAGeoSciences Inc., HDR, KPFF, KPG, Parametrix, Tetra Tech each up to \$1,000,000.00, and authorize the City Manager to sign the Agreements substantially in the form as submitted.”





CITY COUNCIL

PUBLIC HEARING Speaker Sign-Up Sheet

COMBINED PUBLIC HEARING: DRAFT ORDINANCE VACATING
DMCBP TRACT E RIGHT OF WAY AND DRAFT RESOLUTION
AMENDING THE DMCBP MASTER PLAN AND APPROVING THE 2ND
ADDENDUM TO THE AMENDED AND RESTATED SECOND
DEVELOPMENT AGREEMENT FOR THE DES MOINES CREEK
BUSINESS PARK

January 21, 2016

NAME (PLEASE PRINT)	ADDRESS	PHONE/E-MAIL ADDRESS
✓ BART BRYNESTAD	806 BURG ET NW GIG HARBOR WA	206 459-0807 BBRYNESTAD@PANATTONI.COM
P Dina Rohm	28704 Redondo Beach DRIVE S.	204-304-3775 dynamite@comcast.net
✓ Donnie Belk	5606 N. Grove Dr musk 98275	206 838-5846 dcbelk@pannutter.com
R Pete Stream	28636 Redondo Beach DR S.	253-336-5905 petestream@comcast.net
R PEARL STREAM	28636 Redondo Beach DR S.	253-630-1044 CSTREAM@comcast.net



City of Des Moines

PLANNING, BUILDING AND PUBLIC WORKS
www.desmoineswa.gov
21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 FAX (206) 870-6596



January 21, 2016

Joseph Scorcio, AICP
Community and Economic Development Director
City of SeaTac
4800 South 188th Street
SeaTac WA 98188-8605

*** Sent via E-Mail ***

Subject: Response to January 19, 2016 Comments
LAU2015-0059, Panattoni Development Group, Inc.

Dear Mr. Scorcio:

Thank you for providing comments on the Proposed Land Use Action on the Des Moines Creek Business Park (DMCBP) referenced above. The purpose of the letter is to respond to the comments and concerns outlined in your letter dated January 19, 2016 regarding the subject proposed Land Use Action.

We recognize your concerns related to updating the traffic study. As part of the proposed land use action, we required the applicant to prepare an updated/revised traffic study. I have attached a copy of the updated/revised traffic study for your information and use. The analysis included the proposed building in Area 3, which is proposed to be leased by the GSA for the FAA Headquarters, in addition to the previous planned DMCBP buildings/phases (Areas 1 and 2). The study assumed completion of the 24th/28th connection (page 5) and the pipeline/baseline traffic was included as well.

The updated/revised study found that the intersection of 24th/208th at full build out of the DMCBP will operate at LOS A with 9.9 seconds of average delay in the PM peak hour as two-way stop controlled (side street stop signs), and that a traffic signal is not warranted at this time or with the projected future traffic volumes on 24th Avenue South when connected. The back-up analysis is found on page 64 in the appendix section. LOS A is far from the LOS threshold identified in the previous EIS work.

In anticipation of a potential traffic signal at some point in the future, the City of Des Moines has installed conduit crossings across 24th Avenue South (south leg) and South 208th Street (east leg) with the recent 24th Avenue South roadway improvements. In addition, the City provided comments on the City of SeaTac's 24th/28th Connector Improvement project plans to install similar future conduit crossings across the north leg of 24th Avenue South. These advance crossings will help facilitate a traffic signal installation in the future if warranted.

Regarding the requested clarification on the Preliminary Technical Information Report, the development is subject to the Ecology approved Des Moines Creek Watershed standards for flow control rather than current 2009 KCSWDM standards. The basin standards require that the development provide Level 1 Flow control and use the land cover that existed in 1994 as the

predeveloped condition. For treatment, conveyance and wetland protection, the development is under the 2009 KCSWDM standards and supplemental standards per DMMC 11.08.070.

The City of Des Moines remains committed to our partnership with the City of SeaTac to develop the respective properties in this area into a thriving business park that will promote economic development and growth. At the same time we remain dedicated to ensuring that appropriate mitigation and infrastructure is provided as this growth occurs.

We hope that this addresses your concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dan Brewer", with a long horizontal flourish extending to the right.

Daniel J. Brewer, P.E., P.T.O.E.
Planning, Building and Public Works Director

cc: Laura Techico, Senior Planner
Denise Lathrop, Community Development Manger
Brandon Carver, P.E., P.T.O.E., Transportation and Engineering Service Manager
Loren Reinhold, P.E., Surface Water and Environmental Engineering Manager
Florendo Cabudol, SeaTac City Engineer
Ali Shasti, SeaTac Engineering Review Manager
Steve Pilcher, SeaTac Planning Manager



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

January 19, 2016

4800 South 188th Street
SeaTac, WA 98188-8605

City Hall: 206.973.4800
Fax: 206.973.4809
TDD: 206.973.4808

Laura Techico, Sr. Planner
City of Des Moines
21360 11th Avenue South, Suite D
Des Moines, WA 98198

Re: LUA2015-0059, Panattoni Development Group, Inc.

Dear Ms. Techico:

Thank you for providing us with notice of the second phase plan for the Des Moines Creek Business Park. The "Notice of Land Use Application" indicates that in terms of SEPA compliance, "the proposal is within the list of Proposed Actions evaluated in the *Des Moines Creek Business Park Draft Environmental Impact Statement*" dated both November 2006 and March 2007 and "therefore, a threshold determination is not required pursuant to WAC 197-11-600(3)."

Our concern is that the traffic data relied upon in the DEIS is based upon conditions existing at that time and do not accurately reflect the factual changes in both current and planned conditions since 2007. As a partner agency, the City of Des Moines is aware that we are proceeding with delivering the Connecting 28th/24th Avenue South project, which will complete a principal arterial corridor from South 216th Street to South 188th Street. This corridor will connect our two cities and improve access to the DMCBP. With the completion of the arterial roadway, there is a need to evaluate the intersection of South 208th Street and 24th Avenue South to determine if a traffic signal is warranted. In addition, the State legislature has now provided funding for the extension of SR-509, so a more definitive timeline for that project may now be included in project evaluation. None of these factors are adequately or accurately reflected in the 2007 analysis. It would also be appropriate to update traffic count data for inclusion in an updated traffic analysis.

The November 17, 2006 "Notice of Availability and Request for Comments" on the DEIS indicated an approximately 8-year building period was expected for the DMCBP site. As a result, the analysis period in the 2007 document passed at the end of last year, and is no longer current. Therefore, we are requesting that the traffic analysis for this project be updated to reflect current traffic volumes and planned and funded area-wide roadway improvements, in order to determine if any adjustments to previously-identified mitigation measures are in order. The City of SeaTac wishes to review the

Mayor
Rick Forschler

Deputy Mayor
Michael J. Siefkes

Councilmembers
Kathryn Campbell
Peter Kwon
Tony Anderson
Pam Fernald
Erin Sitterley

Acting City Manager
Mary Mirante Bartolo

Assistant City Manager
Gwen Voelpel

City Attorney
Mary Mirante Bartolo

City Clerk
Kristina Gregg

The Hospitality City

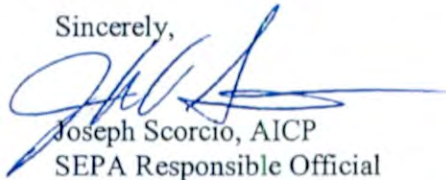
results of that analysis and reserves its right to make further comments based upon its independent review.

Also, please clarify whether the Preliminary Technical Information Report as referenced in the notice will comply with current drainage design standards.

We also request that this letter be entered into the record of the scheduled public hearing to be held on January 21, 2016.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Scorcio', with a long horizontal flourish extending to the right.

Joseph Scorcio, AICP
SEPA Responsible Official
Community and Economic Development Director

cc: Florendo Cabudol, City Engineer
Ali Shasti, Engineering Review Manager
Steve Pilcher, Planning Manager

Summary of Executive Search Firm Proposals							
		Bob Murray & Associates	Colin Baenziger & Associates	Herd Freed Hartz	SGR Strategic Government Resources	Waldron	Waters Consulting Group, Inc.
General	Location	Roseville, CA	Wellington, FL	Seattle, WA Portland, OR	Keller, TX	Portland, OR	Dallas, TX
	Project manager(s)	Regan Williams Senior Vice President 817-337-8581	Colin Baenziger Principal/Owner 561-707-3537	Fred Pabst Managing Director 206-299-2140	Ron Holifield CEO 214-676-1691	Heather Gantz Branch Director Executive Search 503-620-1106	Art Davis, Senior VP 816-868-7042 Chuck Anderson, Senior VP 817-965-3911
Cost	Total estimated fees and expenses	\$23,900 total \$16,500 professional service fee plus expenses \$7,400 estimated expenses	\$24,250 total Fixed fee includes all of firm's expenses and costs Price guaranteed not to be exceeded for any reason, even if conditions change	\$39,000 + expenses Flat professional service fee Expenses are not included in flat fee; no expense estimate provided	\$25,000 total Professional service fee: \$18,500 Expenses not to exceed \$6,500. The price is the price; will never be charged an additional fee. Additional Options: Recruitment video \$5,000, site visits to communities of candidates, supplemental services not mentioned in project cost section billed at \$250 per hour	\$30,000 + expenses Expenses incurred by firm at expense of City; no expense estimate provided	\$24,500 total All-inclusive fee includes the cost of professional services by the firm, advertising, etc. Optional services billed at \$220 per hour

Summary of Executive Search Firm Proposals							
		Bob Murray & Associates	Colin Baenziger & Associates	Herd Freed Hartz	SGR Strategic Government Resources	Waldron	Waters Consulting Group, Inc.
Experience	City Managers or similar positions placed	Albany, CA Arvin, CA Atherton, CA Banning, CA Bell, CA Cathedral City, CA Chino, CA Chino Hills, CA Colton, CA Concord, CA El Monte, CA Fortuna, CA Goleta, CA Hemet, CA Hesperia, CA Lake Elsinore, CA Lemon Grove, CA Marina, CA Merced, CA Modesto, CA Oceanside, CA Oxnard, CA Pico Rivera, CA Rancho Palos, CA Verdes, CA Redondo Beach, CA San Fernando, CA Santa Ana, CA Seaside, CA Ventura, CA Phoenix, AZ Miami Beach, FL Topeka, KS Dallas, TX, etc.	Bellevue Connell Ellensburg Fife Medina Mill Creek Mountlake Terrace Normandy Park Prosser Sequim Sunnyside Tacoma Yakima Ankeny, IA Cape Canaveral, FL Fayetteville, NC Indianola, IA Key Biscayne, FL Norwich, CT Portland, ME Roanoke, VA Scottsdale, AZ Winchester, VA Brevard County, FL Clackamas County, OR Clay County, FL James City County, VA Polk County, IA St. Johns County, FL Union County, NC York County, VA	Port Angeles Puyallup Sequim Fife Port Townsend Medina Snohomish Monroe	Richland Bellevue ACM (in process) Burien (2013) Bainbridge Island Shoreline 2015 Abilene, TX Altus, OK Amarillo, TX Arcadia, FL Azle, TX Baytown, TX Bedford, TX Bridgeport, TX Casper, WY Georgetown, TX Granbury, TX Guthrie, OK Hot Springs, AR Kaufman, TX Lamesa, TX Missouri City, TX Montgomery, TX Muskegon Heights, MI Northglenn, CO Port Lavaca, TX Sealy, TX St Charles, MO Stillwater, OK 2014 Chapel, TN Converse, TX Duncanville, TX Fate, TX, etc.	Bothell Burien (2006) Camas Lakewood Longview Monroe Olympia Puyallup Richland Tukwila Vancouver Damascus, OR Hillsboro, OR Medford, OR Sherwood, OR Silverton, OR Salem, OR Talent, OR Tigard, OR Troutdale, OR Wilsonville, OR	Chehalis Covington Federal Way Long Beach Longview Maple Valley Mill Creek Puyallup SeaTac Snoqualmie Spokane Walla Walla 2015 Arlington Co, VA Bemidji, MN Big Lake, MN Brooklyn Park, MN Coconino Co, AZ Cook County, MN Coon Rapids, MN Cottage Grove, MN Culpeper Co, VA Davidson, NC Diboll, TX Franklin Co, VA Fulton Co, GA Gloucester Co, VA Golden Valley, MN Grand Junction, CO Kingsville, TX Madison Co, VA Manassas, VA Mille Lacs Co, MN Monument, CO Sachse, TX, etc.

Summary of Executive Search Firm Proposals							
		Bob Murray & Associates	Colin Baenziger & Associates	Herd Freed Hartz	SGR Strategic Government Resources	Waldron	Waters Consulting Group, Inc.
Warranty	Guarantee	✓ If terminated in first year, will conduct search again at no cost except expenses	✓ Will not recruit placed candidate while with City. ✓ If leaves within 2 years, will repeat search at no charge for services or expenses. ✓ If City is not satisfied with candidates, will repeat the search until satisfied. ✓ Price guaranteed	✓ 2-year replacement guarantee	✓ 24/7 cell phone and email access ✓ Satisfaction guaranteed or will repeat the entire process at no additional professional fee until find right candidate ✓ If candidate resigns or is released within 24 months, will repeat process at no additional professional fee ✓ Will not directly solicit placed candidate	✓ Will provide one-year search guarantee; if individual leaves, will conduct replacement search on a cost-sharing basis at one-third of original search fee.	✓ Will remain until appointment is made ✓ If unable to make selection will work until hired ✓ Guaranteed 24 months against termination or resignation ✓ Replacement recruitment repeated with no professional fee, only expenses ✓ Internal candidates do not qualify for guarantee

Motion re Ad Hoc Committee

MOTION: I move to create an Ad Hoc Council Committee, to be appointed by the Mayor, regarding the selection process for a city manager and to allow the Committee to consider and make recommendations to the full Council.