AM NO. 14-037 (C7)

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: February 18, 2014

SUBJECT: **APPROVAL OF CONSULTANT AGREEMENTS FOR CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION ON-CALL SERVICES**

I. RECOMMENDED ACTION:

Approve Consultant Agreements for On-Call Construction Materials Testing and Special Inspection Services with Krazan, Hayre McElroy, and Terracon, for an amount not to exceed $200,000 (each agreement) and authorize the Mayor to sign the agreements.

II. DEPARTMENT CONTACT PERSONS:

Linda De Boldt, Director of Public Works	425-556-2733
Mike Paul, Construction Division Manager/City Engineer	425-556-2721
Joe O'Leary, Senior Project Manager	425-556-2738

III. DESCRIPTION:

These consultant agreements provide on-call construction engineering support services for the City of Redmond Public Works Construction Engineering Division. Consultants will provide construction materials testing, and special inspections, and other supporting services. The agreements will be in effect through December 31, 2015, with the option to extend them for an additional two years based on consultant performance.

These on-call consultant agreements will provide the resources needed to deliver capital projects scheduled for construction in 2014 to 2015, and provide the following:

- Resources to meet construction materials testing and special inspection demands
- Improved response to unexpected construction-related demands and emergencies
- Field support for project management staff
- Access to specialized technical expertise during the design, construction, and post construction project phases

Each consultant agreement includes a general scope of work that describes the range of services contemplated under these contracts. The scope is intentionally written to be broad to provide City staff the flexibility to access resources to address a wide range of construction material testing and special inspection needs. The specific work performed under these agreements will be authorized by task order. Each task order will include a specific scope of work, schedule, completion date, and budget for the services required.

In November 2013 City staff requested proposals for On-Call Construction Materials Inspection and Testing services from qualified companies via the Shared Procurement Portal. Ten proposals were received and the selection committee chose Krazan, Hayre McElroy, and Terracon as the top three firms based on the evaluation criteria and information provided in the proposals.

The three firms selected for these on-call contracts specialize in construction materials testing and, have experience in special inspections in structural, geotechnical, and environmental fields. There are three on-call contracts to ensure that there are adequate consultant resources to meet Redmond's needs depending on the nature of the specific task, timing, and consultant staff availability.

IV. IMPACT:

A. Service/Delivery:
These on-call contracts will provide the resources needed to deliver CIP projects and provide ongoing construction materials testing, inspection, and other supporting services.

B. Fiscal:
Staff anticipates spending approximately $200,000 over the life of each contract. The majority of these costs will be incurred to provide material testing and special inspection support for capital projects.

Funding:
CIP Projects

V. ALTERNATIVES:

The City Council may choose not to approve the consultant agreements; however, this action would adversely affect the City's ability to deliver capital projects scheduled for construction in 2014-2015 on time and within budget, provide quality control, and manage construction impacts to the community.

VI. TIME CONSTRAINTS:

There is an immediate need for these agreements to be in place for the start of the 2014 construction season in March.

VII. LIST OF ATTACHMENTS:

A. Consultant Agreement (Krazan)
B. Consultant Agreement (Terracon)
C. Consultant Agreement (HayreMcElroy)

/s/ 2/11/2014
Linda E. De Boldt, Director of Public Works Date

Approved for Council Agenda /s/ 2/11/2014
John Marchione, Mayor Date

CONSULTANT AGREEMENT

PROJECT TITLE **On Call Construction Materials Testing and Inspection Services**	WORK DESCRIPTION On-Call Construction material inspection and testing services for Capital Projects
PROJECT NO. **N/A**	
REDMOND BUSINESS LICENSE NO.	CONSULTANT/ADDRESS/TELEPHONE **Krazan & Associates, Inc** **4303 198th Street SW** **Lynnwood, WA 98036**
FEDERAL I.D. NO. **77-0039491**	
MAXIMUM AMOUNT PAYABLE **$ 200,000**	COMPLETION DATE **December 31, 2015**

Index of Exhibits

Exhibit "A" – Scope of Work
Exhibit "B" – Payment (Negotiated Hourly Rate)
Exhibit "C" – Consultant Fee Determination
Exhibit "D" – NOT INCLUDED IN THIS AGREEMENT
Exhibit "E" – Title VI Assurances
Exhibit "F" – Certification Documents

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

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

I
GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II
SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

III
GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

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

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

IV
TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

V
PAYMENT PROVISIONS

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI
SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII
EMPLOYMENT

The CONSULTANT warrants that it has 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 CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII
NONDISCRIMINATION

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, 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 CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

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

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the

CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

X CHANGES OF WORK

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

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City 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 City Engineer's decision, that decision shall be subject to de novo judicial review.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII
LEGAL RELATIONS

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the State of Washington.
B. Commercial general liability and property damage insurance in an amount not less than one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate for bodily injury, including death and property damage.
C. Professional liability insurance in the amount of $1,000,000 or more against claims arising from the performance of professional services under this contract.
D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

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

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

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

XIV EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "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 CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV ENDORSEMENT OF PLANS

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

XVI COMPLETE AGREEMENT

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

XVII EXECUTION AND ACCEPTANCE

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

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

CONSULTANT

By: _____

Title: _____

CITY OF REDMOND

By: _____
John Marchione, Mayor

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

SCOPE OF WORK

On-Call Materials Testing and Inspection Services

A. DESCRIPTION

This agreement is a non-exclusive continuing services contract to provide on-call materials testing and special inspection services for the City of Redmond Public Works Construction Division. The Consultant will provide materials testing, inspection and other services as may be required.

This Consultant Agreement shall remain in effect until December 31, 2015. Any work authorized by task order before December 31, 2015 may continue until the completion date designated in the task order, but in no event shall continue beyond December 31, 2016.

At the City of Redmond's option, this contract may be extended for an additional two-year term based on the City's need for continued services and the Consultant's performance.

The maximum amount payable under this Agreement shall not exceed $200,000. The City does not guarantee that the Consultant will receive a specific volume of work or total contract amount. At the City's option, the maximum amount payable may be increased by a Supplemental Agreement.

Work performed under this Agreement shall be authorized by Task Order. Each task order will provide a specific scope of services, schedule, an estimated completion date, and budget for the services required. Task orders shall be approved and signed by the City's Construction Division Manager or his designee prior to beginning work.

B. CONSTRUCTION MATERIALS TESTING AND INSPECTION CRITERIA

All construction material testing and special inspection work will be performed in full compliance with the guidelines set forth in the following where applicable:

1. Project specific plans and specifications
2. Washington State Department of Transportation (WSDOT), *Standard Specifications for Road, Bridge, and Municipal Construction. (edition cited in the contract documents)*
3. WSDOT/APWA *Standard Plans for Road, Bridge and Municipal Construction*
4. WSDOT *Construction Manual*
5. City of Redmond *Standard Specifications and Details, (edition cited in the Contract Documents)*
6. American Association for Laboratory Accreditation (A2LA)
7. American Society for Test and Materials (ASTM)
8. International Conference of Building Officials (ICBO)
9. Department of Ecology (DOE)
10. American Association of State Highways and Transportation Officials (AASHTO)

C. GENERAL SCOPE OF SERVICES.

Scope of services may include:

- Materials testing and inspection services
- Environmental testing services
- Review and analysis of test results
- Other quality assurance and quality control services

D. DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other work products covered by this Agreement shall be furnished by the Consultant to the City upon completion of the various phases of the work:

One set of test reports, test location maps, photographs, and other testing and laboratory documents in digital format, made or received by the Consultant in connection with the transactions of this contract. A specific list of document deliverables for each project will be included in each Task Order.

E. ITEMS AND SERVICES TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The City will furnish the Consultant copies of the plans, specifications, profiles, shop drawings, cross-sections, and other documents available to the City that will facilitate the assigned task order. A specific list of documents for each project will be included in each Task Order.

EXHIBIT B

PAYMENT (NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR Part 31.

1. **Hourly Rates**

   The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the CITY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **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 subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 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 CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Contingencies**

   If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

4. **Maximum Amount Payable**

   The maximum amount payable by the CITY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable is comprised of the total amount authorized and the contingencies. The maximum amount payable does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements 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 CITY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

7. **Inspection of Cost Records**

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT C

CONSULTANT FEE DETERMINATION

PROJECT: **On-Call Materials Testing and Inspection Services**

KRAZAN - NEGOTIATED HOURLY RATES:

Classification	***Direct Salary Cost (DSC)***	***Overhead 142%***	***Profit 28%***	***Negotiated Hourly Rate***
Special Inspector (WABO/ICC/ACI Certified)	*20.37*	*28.91*	*5.70*	*55.00*
Soil and Asphalt Compation Testing	*22.22*	*31.53*	*6.22*	*60.00*
Structural Steel Inspector (WABO Certified)	*24.07*	*34.16*	*6.74*	*65.00*
Coring Technician and Euipment (2 man Crew)	*48.15*	*68.32*	*13.48*	*130.00*
Floor Flatness (Includes Equipment)	*37.04*	*52.56*	*10.37*	*100.00*
Sample Pickup	*16.67*	*23.65*	*4.67*	*45.00*
Project Manager	*33.33*	*47.30*	*9.33*	*90.00*
Project Engineer	*46.30*	*65.70*	*12.96*	*125.00*
Administrative Support	*18.52*	*26.28*	*5.19*	*50.00*

Laboratory Services

Specialized Services Are Available On Request

Aggregates and Soils

Absorption (ASTM C127, 128)	$75.00 each
Abrasion (L.A. 100 & 500 cycles), ASTM C131	$250.00 each
Acid Solubility	$50.00 each
Atterberg Limits (ASTM D4318)	$125.00 each
Accelerated Expansion (CRD 148)	$350.00 each
California Bearing Ratio (CBR) (ASTM D1883)	$500.00 each
Clay Lumps and Friable Particles (ASTM C142)	$125.00 each
Coal and Lignite (ASTM C123)	$100.00 each
Consolidation Test (ASTM D2435 test includes 5 loads)	$500.00 each
Consolidation Additional Loads	$200.00 each
Degradation (WSDOT 110)	$150.00 each
Direct Shear Test (ASTM D3080) (Unconsolidated, Undrained, 3 point)	$350.00 each
Durability (ASTM D3744)	$250.00 each
Expansion Index	$195.00 each
Fertility Analysis (Subcontract)	$200.00 each
Flat or Elongated Particles, (CRD C-119, ASTM D4791),	$130.00 each
Fracture Face (ASTM D5821)	$100.00 each
Hydrometer Analysis (ASTM D422)	$175.00 each
Light Weight Pieces	$100.00 each
Material Finer than No. 200 Sieve (ASTM C117)	$50.00 each
Maximum Density (WSDOT 606)	$500.00 each
Moisture Content	$20.00 each
Moisture Content and Dry density (Liner Sample)	$30.00 each
Moisture-Density Relations of Soils (ASTM D698, D1557)	$200.00 each
Modules of Rupture	$150.00 each
Modules of Elasticity	$150.00 each
Organic Content, Loss by Ignition (ASTM D2974)	$150.00 each
Organic Impurities (ASTM C40)	$75.00 each
Permeability, Constant Head (ASTM D2434)	$400.00 each
Permeability Using Flexible Wall Permeameter (ASTM D5084)	$600.00 each
Permeability Sample Remold	$60.00 each
Potential Reactivity, Chemical Method 3 Determinations (ASTM C289)	$700.00 each
Potential Reactivity, Mortar Bar Method (ASTM C227)	$400.00 each
Relative Density Max-Min (ASTM D4253)	$200.00 each
"R" (Resistance) Value (WSDOT 611)	$175.00 each
"R" (Resistance) Value, Lime Treated or Requiring Recombining of Aggregates	$325.00 each
Resistivity (Fine Soils)	$200.00 each
Resistivity (Coarse Soils)	$400.00 each
Sand Equivalent (ASTM D2419)	$100.00 each
Saturated/Dry Unit Weight	$75.00 each

Aggregates and Soils……...Continued	
Sieve Analysis, Coarse, ASTM C136	$105.00 each
Sieve Analysis Fine (including wash), ASTM C136, C117	$105.00 each
Sieve Analysis - Processed (Each Size), ASTM C136	$105.00 each
Sieve Analysis (ASTM D422 excluding hydrometer)	$105.00 each
Soft Particles (ASTM C235)	$80.00 each
Soil Cement Mix Design	$750.00 each
Soluble Chloride Content	$50.00 each
Soluble Sulfate Content	$50.00 each
Soundness Coarse – Sodium or Magnesium, 5 cycle (ASTM C88)	$200.00 each
Soundness Fine – Sodium or Magnesium, 5 cycle (ASTM C88)	$250.00 each
Specific Gravity (ASTM D854)	$100.00 each
Specific Gravity, Coarse (ASTM C127)	$100.00 each
Specific Gravity, Fine (ASTM C128)	$100.00 each
Swell Index	$150.00 each
Unit Weight per Cubic Foot (ASTM C29)	$75.00 each
Triaxial Compression Test, (ASTM D2850)	
Unconsolidated, Undrained	$235.00 each
Consolidated, Undrained	$325.00 each
Consolidated, Undrained with Pore Pressure	$700.00 each
Unconfined Compression Test (ASTM D2166)	$100.00 each
Water Absorption	$80.00 each
Weathering (CRD C148)	$300.00 each
Uncompacted Voids (Fine)	$100.00 each
Uncompacted Voids (Coarse)	$100.00 each
Additional Tests Not Listed	By Quote

Concrete, Shotcrete and Gunite	
Cylinder, Beams & Cores	
Compression Test, 6" x 12" or 4" x 8" Cylinders, Including Hold, (ASTM C39)	$25.00 each
Compression Test, Cores, ASTM C42 (Does Not Include Special Prep. time)	$50.00 each
Core Cutting (In Laboratory)	$40.00 each
Flexure Test, 6" x 6" Beams, ASTM C78	$80.00 each
Splitting Tensile, 6" x 12" Cylinders, ASTM C496	$75.00 each
Modulus of Elasticity Test - Static, ASTM C469	$150.00 each
Unit Weight Determination	$50.00 each
Shrinkage	
Length Change (A Set of 3 Bars, 4 Readings, Up to 90 Days), ASTM C157 Modified	$225.00/set
Additional Reading, Set of 3 Bars	$25.00/set
Storage Over 90 days, per set of 3 Bars	$50.00/month
Mix Design	
Aggregate Tests for Concrete Mix Designs Only, Including Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Weight Per Cubic Foot, Per Aggregate Size	$600.00 each
Mix Design, Determination of Proportions (Calculation Only)	$450.00 each
Review of Mix Design Prepared by Others	$150.00 each
Trial Batch, ASTM C192	$1,000.00 each
Compatibility (ICBO AC31)	$500.00 each
Post Crack Integrity (ICBO AC31)	$500.00 each
Freeze Thaw—300 cycles (ASTM C666)	$3,000.00 each
Initial Set	$100.00 each
Coring - Shotcrete	
Shotcrete/Gunite Test Panels – 4 cores (Laboratory)	$150.00/panel
Bit Charge	$2.50/in.
Materials and supplies	Cost + 15%
Nozzleman Qualification	
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	$80.00 each
Compression	$90.00 each
Tension	$130.00 each
Shrinkage, Modified British, ASTM C426	By Quote
Masonry Prisms ASTM C1388	
Compression Test, Grouted Prisms	$150.00 each
Cutting Prisms	By Quote
Mortar & Grout	
Compression, 2" x 4" Mortar Cylinder	$25.00 each
Compression, 3.5" x 7.5" Grout Prisms	$25.00 each
Compression Test, 2" Cubes (ASTM C109)	$25.00 each

Asphalt Concrete	
Asphalt Concrete Mix Design (Super Pave)	$5,000.00 each
Asphalt Concrete Mix Design (Marshall)	$2,500.00 each
Asphalt Content Of Bituminous Mixtures By The Ignition	$200.00 each
Correction Factor Determination for Asphalt Content	$360.00 each
Aggregate Gradation on Extracted Sample (Including Wash)	$105.00 each
Extraction/Gradation (AASHTO T53)	$300.00 each
Stability Tests	
Marshall, Pre-Mixed (ASTM D1559)	$180.00 each
Marshall, Lab-Mixed (ASTM D1559)	$280.00 each
Molding Specimens and Laboratory Density:	
Super Pave, Lab-Mixed (WSDOT 702)	$300.00 each
Marshall, Lab-Mixed (ASTM D1559)	$180.00 each
Maximum Theoretical Unit Weight, Rice Gravity (AASHTO T209)	$110.00 each
Asphalt Concrete Core Density	$70.00 each

EXIllBITD

SUBCONTRACTED WORK

NOT INCLUDED IN THIS AGREEMENT

EXHIBIT D-1

SUBCONSULTANT FEE DETERMINATION

NOT INCLUDED IN THIS AGREEMENT

EXHIBIT E

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 the same manner as in federally assisted programs of the CITY, 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 the AGREEMENT.

2. NON-DISCRIMINATION: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.

3. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant 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 CITY 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 CITY, 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 CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements 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 subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.

EXHIBIT F-1 (a)

CERTIFICATION OF CONSULTANT

CITY OF REDMOND
Project No. _____

I hereby certify that I am _____and a duly authorized

representative of the firm of_____whose address is

_____and that neither I nor the above firm I here

represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out this AGREEMENT; except as here expressly stated (if any).

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

_____ _____

Date Signature

EXHIBIT F-1 (b)

CERTIFICATION OF CITY OFFICIAL

I hereby certify that I am the CITY Official of the Local Agency of Redmond, Washington, and that the consulting firm or their 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 or 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 here expressly stated (if any).

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

_____	_____
Date	Signature

EXHIBIT F-2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph I (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm):_____

_____ (Date)

_____ President or Authorized Official of Consultant

(Signature)

EXHIBIT F-3

CERTIFICATION REGARDING THE RESTRICTIONS OF THE USE OF FEDERAL FUNDS FOR LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Consultant (Firm):_____

_____ (Date)

_____ President or Authorized Official of Consultant

(Signature)

EXHIBIT F-4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to verify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____

Title _____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., Project No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

CONSULTANT AGREEMENT

PROJECT TITLE **On Call Construction Materials Testing and Inspection Services**	WORK DESCRIPTION **On-Call Construction material inspection and testing services for Capital Projects**
PROJECT NO. **N/A**	
REDMOND BUSINESS LICENSE NO. **RED00051710**	CONSULTANT/ADDRESS/TELEPHONE **Terracon Consultants, Inc** **21905 64th Ave. W., Ste. 100** **Mountlake Terrace, WA 98043**
FEDERAL I.D. NO. **42-1249917**	
MAXIMUM AMOUNT PAYABLE **$ 200,000**	COMPLETION DATE **December 31, 2015**

Index of Exhibits

Exhibit "A" – Scope of Work
Exhibit "B" – Payment (Negotiated Hourly Rate)
Exhibit "C" – Consultant Fee Determination
Exhibit "D" – NOT INCLUDED IN THIS AGREEMENT
Exhibit "E" – Title VI Assurances
Exhibit "F" – Certification Documents

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

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

I
GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II
SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

III
GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

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

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

IV
TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

V
PAYMENT PROVISIONS

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI
SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII
EMPLOYMENT

The CONSULTANT warrants that it has 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 CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII
NONDISCRIMINATION

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, 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 CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

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

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the

CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

X CHANGES OF WORK

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

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City 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 City Engineer's decision, that decision shall be subject to de novo judicial review.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII
LEGAL RELATIONS

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the State of Washington.
B. Commercial general liability and property damage insurance in an amount not less than one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate for bodily injury, including death and property damage.
C. Professional liability insurance in the amount of $1,000,000 or more against claims arising from the performance of professional services under this contract.
D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

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

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

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

XIV EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "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 CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV ENDORSEMENT OF PLANS

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

XVI COMPLETE AGREEMENT

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

XVII EXECUTION AND ACCEPTANCE

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

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

CONSULTANT

By: _____

Title: _____

CITY OF REDMOND

By: _____
John Marchione, Mayor

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

SCOPE OF WORK

On-Call Materials Testing and Inspection Services

A. DESCRIPTION

This agreement is a non-exclusive continuing services contract to provide on-call materials testing and special inspection services for the City of Redmond Public Works Construction Division. The Consultant will provide materials testing, inspection and other services as may be required.

This Consultant Agreement shall remain in effect until December 31, 2015. Any work authorized by task order before December 31, 2015 may continue until the completion date designated in the task order, but in no event shall continue beyond December 31, 2016.

At the City of Redmond's option, this contract may be extended for an additional two-year term based on the City's need for continued services and the Consultant's performance.

The maximum amount payable under this Agreement shall not exceed $200,000. The City does not guarantee that the Consultant will receive a specific volume of work or total contract amount. At the City's option, the maximum amount payable may be increased by a Supplemental Agreement.

Work performed under this Agreement shall be authorized by Task Order. Each task order will provide a specific scope of services, schedule, an estimated completion date, and budget for the services required. Task orders shall be approved and signed by the City's Construction Division Manager or his designee prior to beginning work.

B. CONSTRUCTION MATERIALS TESTING AND INSPECTION CRITERIA

All construction material testing and special inspection work will be performed in full compliance with the guidelines set forth in the following where applicable:

1. Project specific plans and specifications
2. Washington State Department of Transportation (WSDOT), *Standard Specifications for Road, Bridge, and Municipal Construction. (edition cited in the contract documents)*
3. WSDOT/APWA *Standard Plans for Road, Bridge and Municipal Construction*
4. WSDOT *Construction Manual*
5. City of Redmond *Standard Specifications and Details, (edition cited in the Contract Documents)*
6. American Association for Laboratory Accreditation (A2LA)
7. American Society for Test and Materials (ASTM)
8. International Conference of Building Officials (ICBO)
9. Department of Ecology (DOE)
10. American Association of State Highways and Transportation Officials (AASHTO)

C. GENERAL SCOPE OF SERVICES.

Scope of services may include:

- Materials testing and inspection services
- Environmental testing services
- Review and analysis of test results
- Other quality assurance and quality control services

D. DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other work products covered by this Agreement shall be furnished by the Consultant to the City upon completion of the various phases of the work:

One set of test reports, test location maps, photographs, and other testing and laboratory documents in digital format, made or received by the Consultant in connection with the transactions of this contract. A specific list of document deliverables for each project will be included in each Task Order.

E. ITEMS AND SERVICES TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The City will furnish the Consultant copies of the plans, specifications, profiles, shop drawings, cross-sections, and other documents available to the City that will facilitate the assigned task order. A specific list of documents for each project will be included in each Task Order.

EXHIBIT B

PAYMENT (NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR Part 31.

1. **Hourly Rates**

   The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the CITY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **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 subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 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 CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Contingencies**

   If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

4. **Maximum Amount Payable**

   The maximum amount payable by the CITY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable is comprised of the total amount authorized and the contingencies. The maximum amount payable does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements 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 CITY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

7. **Inspection of Cost Records**

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

Exhibit C

Consultant Fee Determination

Project Name: On Call Construction Material Testing & Special Inspection Services
Project Number:
Consultant: Terracon Consultants, Inc.

NEGOTIATED HOURLY RATES

Name	Classification	Hours	DSC	Overhead 197%	Profit 28%	Total
Kunz, Eric	Office Manager	1	$61.06	$120.12	$17.37	$199
Bernier, Dave	Tech V	1	$25.75	$50.66	$7.33	$84
Bauman, Ed	Tech V	1	$27.25	$53.61	$7.75	$89
Solway, Charles	Tech V	1	$24.50	$48.20	$6.97	$80
Schmidt, Steven	Tech V	1	$25.00	$49.18	$7.11	$81
Ward, Jeff	Specialist	1	$21.85	$42.98	$6.22	$71
Detterich, Lloyd	Specialist	1	$29.00	$57.05	$8.25	$94
Detterich, David	Tech II	1	$21.75	$42.79	$6.19	$71
Van Blaricom, Jeffrey	Tech II	1	$20.75	$40.82	$5.90	$67
Johnson, Kelly	Tech I	1	$15.75	$30.98	$4.48	$51
Thomas, Nigel	Tech I	1	$13.00	$25.57	$3.70	$42
O'Brien, Brett	Tech I	1	$18.00	$35.41	$5.12	$59
Long, Kyle	Tech I	1	$15.00	$29.51	$4.27	$49
Gadwa, Heather	Specialist	1	$17.00	$33.44	$4.84	$55
Meyers, Karen	Admin Staff III	1	$19.85	$39.05	$5.65	$65
Rogers, Nicole	Admin Staff II	1	$19.50	$38.36	$5.55	$63
Wheaton, Matt	Env Dept Mngr II	1	$48.08	$94.58	$13.68	$156
Kean, Chad	Project Mngr II	1	$34.52	$67.91	$9.82	$112
Ducak, Eric	Project Mngr I	1	$28.10	$55.28	$7.99	$91
Datum. Sabine	Staff Geologist	1	$21.63	$42.55	$6.15	$70
Stauffer, Adam	Field Geologist	1	$22.00	$43.28	$6.26	$72
Mithcell, Kelly	Specialist	1	$20.50	$40.33	$5.83	$67
Spencer, Julie	Specialist	1	$21.85	$42.98	$6.22	$71
Subtotal:		23				$1,859

REIMBURSABLES

Mileage	$0.65/mile
Associated Laboratory and Equipment Charges	(Attached Exhibit 1)
Subtotal:	

SUBCONSULTANT COSTS (See Exhibit D)

Subtotal:	

TOTAL $1,859

CONTINGENCY

GRAND TOTAL $1,859

We propose to provide our services on a time and materials basis in accordance with our standard agreement for services. The cost of our services will depend on the construction schedule, weather, site conditions and contractor performance.

Personnel Unit Rates

Engineering Technician $70.00/hour
Project Manager $120.00/hour
Clerical $50.00/hour

Laboratory and Equipment Expenses

Concrete
Concrete Cylinder Compressive Strength Test $20.00/each
Aggregate
Aggregate Gradation $85.00/each
Sand Equivalent $80.00/each
Fractured Face..... $75.00/each
Uncompacted Voids $90.00/each
Moisture Density Relationship (Proctor)..... $200.00/each
Asphalt
HMA Extraction / Gradation $200.00/each
Theoretical Maximum Specific Gravity (Rice) $100.00/each
Bulk Specific Gravity (gyratory) $310.00/each
Density of HMA cores..... $20.00/core
Moisture content of HMA $40.00/each
Strip Test..... $100.00/each
Calibration of HMA mix to ignition oven $575.00/mix
Equipment
Vehicle Travel mileage $0.65/mile
Nuclear Gauge Usage $75.00/day
Coring Equipment $175.00/day

*Overtime/Minimum/Rush Charges: If required, hours worked on any project in excess of eight hours per day, before 7:00 a.m. or after 5:00 p.m., or on weekends, will be charged at 1.5 of the regular hourly rate, unless special arrangements are agreed upon in advance. Work on national holidays and Sundays may be charged at an additional premium depending on the project. A minimum of four hours will normally be charged per site visit.

EXIllBITD

SUBCONTRACTED WORK

NOT INCLUDED IN THIS AGREEMENT

EXHIBIT D-1

SUBCONSULTANT FEE DETERMINATION

NOT INCLUDED IN THIS AGREEMENT

EXHIBIT E

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 the same manner as in federally assisted programs of the CITY, 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 the AGREEMENT.

2. NON-DISCRIMINATION: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.

3. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant 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 CITY 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 CITY, 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 CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements 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 subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.

EXHIBIT F-1 (a)

CERTIFICATION OF CONSULTANT

CITY OF REDMOND
Project No. _____

I hereby certify that I am _____and a duly authorized

representative of the firm of_____whose address is

_____and that neither I nor the above firm I here

represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out this AGREEMENT; except as here expressly stated (if any).

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

_____ _____

Date Signature

EXHIBIT F-1 (b)

CERTIFICATION OF CITY OFFICIAL

I hereby certify that I am the CITY Official of the Local Agency of Redmond, Washington, and that the consulting firm or their 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 or 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 here expressly stated (if any).

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

_____	_____
Date	Signature

EXHIBIT F-2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph I (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm):_____

_____ (Date)

_____ President or Authorized Official of Consultant

(Signature)

EXHIBIT F-3

CERTIFICATION REGARDING THE RESTRICTIONS OF THE USE OF FEDERAL FUNDS FOR LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Consultant (Firm):_____

_____ (Date)

_____ President orb Authorized Official of Consultant

(Signature)

EXHIBIT F-4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to verify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____

Title _____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., Project No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

CONSULTANT AGREEMENT

PROJECT TITLE **On Call Construction Materials Testing and Inspection Services**	WORK DESCRIPTION **On-Call Construction material inspection and testing services for Capital Projects**
PROJECT NO. **N/A**	
REDMOND BUSINESS LICENSE NO. **RED00019369**	CONSULTANT/ADDRESS/TELEPHONE **Hayre McElroy & Associates, LLC** **2757 152nd Ave. NE** **Redmond, WA 98052**
FEDERAL I.D. NO. **20-4600854**	
MAXIMUM AMOUNT PAYABLE **$ 200,000**	COMPLETION DATE **December 31, 2015**

Index of Exhibits

Exhibit "A" – Scope of Work
Exhibit "B" – Payment (Negotiated Hourly Rate)
Exhibit "C" – Consultant Fee Determination
Exhibit "D" – NOT INCLUDED IN THIS AGREEMENT
Exhibit "E" – Title VI Assurances
Exhibit "F" – Certification Documents

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the City of Redmond, Washington, hereinafter called the "CITY", and the above organization hereinafter called the "CONSULTANT".

WITNESSETH THAT:

WHEREAS, the CITY desires to accomplish the above referenced project; and

WHEREAS, the CITY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a consultant to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the CITY.

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

I
GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II
SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit "A" attached hereto, and by this reference made a part of this AGREEMENT.

III
GENERAL REQUIREMENTS

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the CITY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the CITY. The CONSULTANT shall attend coordination, progress and presentation meetings with the CITY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the CITY. The CITY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation.

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

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

IV
TIME FOR BEGINNING AND COMPLETION

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the CITY. All work under this AGREEMENT shall be completed by the date shown in the AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays beyond the control of the CONSULTANT.

V
PAYMENT PROVISIONS

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided in Exhibit "B" attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work". The CONSULTANT shall conform with all applicable portions of 48 CFR 31.

VI
SUBCONTRACTING

The CITY permits subcontracts for those items of work as shown in Exhibit "D" attached hereto and by this reference made a part of this AGREEMENT.

Compensation for this subconsultant work shall be based on the cost factors shown in Exhibit "D".

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the CITY.

All reimbursable hourly rates and direct non-salary costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts shall contain all applicable provisions of this AGREEMENT.

With respect to subconsultant payment, the CONSULTANT shall comply with all applicable sections of the Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the CITY. No permission for subcontracting shall create, between the CITY and subcontractor, any contract or any other relationship.

VII
EMPLOYMENT

The CONSULTANT warrants that it has 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 CITY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the CITY, except regularly retired employees, without written consent of the public employer of such person.

VIII
NONDISCRIMINATION

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)

Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)

Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)

Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et. seq.)

Civil Rights Restoration Act of 1987
(Public Law 100-259)

American with Disabilities Act of 1990
(42 USC Chapter 126 section 12101 et. seq.)

49 CFR Part 21

23 CFR Part 200

RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "E" attached hereto and by this reference made a part of this AGREEMENT, and shall include the attached Exhibit "E" in every subcontract, 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 CITY to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONSULTANT.

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

No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the Notice to Terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the CITY for any excess paid.

If the services of the CONSULTANT are terminated by the CITY for default on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the CITY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the CITY at the time of termination; the cost to the CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the CITY of the work performed at the time of termination.

Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth above.

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

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the

CONSULTANT hereby agree to complete the work under the terms of the AGREEMENT, if requested to do so by the CITY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the CITY, if the CITY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the CITY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

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

X CHANGES OF WORK

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

XI DISPUTES

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the CITY shall be referred for determination to the Director of Public Works or City 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 City Engineer's decision, that decision shall be subject to de novo judicial review.

XII VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior court of the State of Washington, situated in King County. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior court of the State of Washington, situated in King County.

XIII
LEGAL RELATIONS

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of the State of Washington.

The CONSULTANT shall indemnify and hold the CITY and their officers and employees harmless from and shall process and defend at its own expense all claims, demands or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the CITY against and hold harmless the CITY from claims, demands or suits based solely upon the conduct of the CITY, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the CITY, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the CITY of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT shall comply with all applicable sections of the applicable Ethics laws, including RCW 42.23, which is the Code of Ethics for regulating contract interest by municipal officers. The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

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

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the State of Washington.
B. Commercial general liability and property damage insurance in an amount not less than one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate for bodily injury, including death and property damage.
C. Professional liability insurance in the amount of $1,000,000 or more against claims arising from the performance of professional services under this contract.
D. Vehicle liability insurance for any automobile used in an amount not less than a one million dollar ($1,000,000) combined single limit.

Excepting the Worker's Compensation and Professional Liability insurance secured by the CONSULTANT, the CITY will be named on all policies as an additional insured. The CONSULTANT shall furnish the CITY with verification of insurance and endorsements required by the AGREEMENT. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.

The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the City shall be excess and not contributing insurance with respect to the CONSULTANT's insurance.

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

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

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

XIV EXTRA WORK

The CITY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

The CONSULTANT must submit its "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 CITY decides that the facts justify it, the CITY may receive and act upon a claim submitted before final payment of the AGREEMENT.

Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.

Notwithstanding the terms and conditions of the first two paragraphs above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XV ENDORSEMENT OF PLANS

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

XVI COMPLETE AGREEMENT

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

XVII EXECUTION AND ACCEPTANCE

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

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

CONSULTANT

By: _____

Title: _____

CITY OF REDMOND

By: _____
John Marchione, Mayor

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

SCOPE OF WORK

On-Call Materials Testing and Inspection Services

A. DESCRIPTION

This agreement is a non-exclusive continuing services contract to provide on-call materials testing and special inspection services for the City of Redmond Public Works Construction Division. The Consultant will provide materials testing, inspection and other services as may be required.

This Consultant Agreement shall remain in effect until December 31, 2015. Any work authorized by task order before December 31, 2015 may continue until the completion date designated in the task order, but in no event shall continue beyond December 31, 2016.

At the City of Redmond's option, this contract may be extended for an additional two-year term based on the City's need for continued services and the Consultant's performance.

The maximum amount payable under this Agreement shall not exceed $200,000. The City does not guarantee that the Consultant will receive a specific volume of work or total contract amount. At the City's option, the maximum amount payable may be increased by a Supplemental Agreement.

Work performed under this Agreement shall be authorized by Task Order. Each task order will provide a specific scope of services, schedule, an estimated completion date, and budget for the services required. Task orders shall be approved and signed by the City's Construction Division Manager or his designee prior to beginning work.

B. CONSTRUCTION MATERIALS TESTING AND INSPECTION CRITERIA

All construction material testing and special inspection work will be performed in full compliance with the guidelines set forth in the following where applicable:

1. Project specific plans and specifications
2. Washington State Department of Transportation (WSDOT), *Standard Specifications for Road, Bridge, and Municipal Construction. (edition cited in the contract documents)*
3. WSDOT/APWA *Standard Plans for Road, Bridge and Municipal Construction*
4. WSDOT *Construction Manual*
5. City of Redmond *Standard Specifications and Details, (edition cited in the Contract Documents)*
6. American Association for Laboratory Accreditation (A2LA)
7. American Society for Test and Materials (ASTM)
8. International Conference of Building Officials (ICBO)
9. Department of Ecology (DOE)
10. American Association of State Highways and Transportation Officials (AASHTO)

C. GENERAL SCOPE OF SERVICES.

Scope of services may include:

- Materials testing and inspection services
- Environmental testing services
- Review and analysis of test results
- Other quality assurance and quality control services

D. DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

The following documents, exhibits or other work products covered by this Agreement shall be furnished by the Consultant to the City upon completion of the various phases of the work:

One set of test reports, test location maps, photographs, and other testing and laboratory documents in digital format, made or received by the Consultant in connection with the transactions of this contract. A specific list of document deliverables for each project will be included in each Task Order.

E. ITEMS AND SERVICES TO BE FURNISHED TO THE CONSULTANT BY THE CITY

The City will furnish the Consultant copies of the plans, specifications, profiles, shop drawings, cross-sections, and other documents available to the City that will facilitate the assigned task order. A specific list of documents for each project will be included in each Task Order.

EXHIBIT B

PAYMENT (NEGOTIATED HOURLY RATE)

The CONSULTANT shall be paid by the CITY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The CONSULTANT shall conform with all applicable portions of 48 CFR Part 31.

1. **Hourly Rates**

   The CONSULTANT shall be paid by the CITY for work done, based upon the negotiated hourly rates shown in Exhibit "C" attached hereto and by this reference made part of the AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the CITY. If negotiations are not conducted for the second or subsequent 12-month periods within 90 days after completion of the previous period, the rates listed in this AGREEMENT, or subsequent written authorization(s) from the CITY shall be utilized. The rates are inclusive of direct salaries, payroll additives, overhead, and fee. The CONSULTANT shall maintain support data to verify the hours billed on the AGREEMENT.

2. **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 subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the CITY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the CITY's Travel Rules and Procedures. However, air, train, and rental car costs shall be reimbursed in accordance with the 48 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 CITY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. **Contingencies**

   If the CITY desires the CONSULTANT to perform additional work beyond that already defined in the AGREEMENT, the Agreement Administrator may authorize additional funds for this purpose. Such authorization(s) shall be in writing and shall not exceed the amount shown in Exhibit "C". Any changes requiring additional costs in excess of the contingencies shall be made in accordance with Section XIV, "Extra Work".

4. **Maximum Amount Payable**

   The maximum amount payable by the CITY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The maximum amount payable is comprised of the total amount authorized and the contingencies. The maximum amount payable does not include payment for extra work as stipulated in Section XIV, "Extra Work". No minimum amount payable is guaranteed under this AGREEMENT.

5. **Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibit "C", including names and classifications of all employees, and invoices for all direct nonsalary expenses. To provide a means of verifying the invoiced salary costs for the consultant's employees, the agency may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the project at the time of the interview.

6. **Final Payment**

Final payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the CITY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims for payment which the CONSULTANT may have against the CITY unless such claims are specifically reserved in writing and transmitted to the CITY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the CITY may have against the CONSULTANT or to any remedies the CITY may pursue with respect to such claims.

The payment of any billing will not constitute agreements 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 CITY within thirty (30) days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT or any claims relating to the validity of a finding by the CITY of overpayment.

7. **Inspection of Cost Records**

The CONSULTANT and their subconsultants shall keep available for inspection by representatives of the CITY, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

EXHIBIT C

CONSULTANT FEE DETERMINATION

PROJECT: **On-Call Materials Testing and Inspection Services**

HAYRE McELROY - NEGOTIATED HOURLY RATES:

Discipline, Title, or Name	***Direct Salary Cost (DSC)***	***Multiplier***	***Computed Hourly Rate***	***Negotiated Hourly Rate***
Waine Aynes	*26.44*	*2.88*	*76.02*	*$76*
Karen Flint	*20.19*	*2.88*	*58.05*	*$58*
Robbie Flint	*15.00*	*2.88*	*43.13*	*$43*
Jeanine Frede	*23.00*	*2.88*	*66.13*	*$66*
Tara Pfaff	*22.00*	*2.88*	*63.25*	*$63*
Shalvin Raju	*21.00*	*2.88*	*60.38*	*$60*
Ron Wyman	*22.00*	*2.88*	*63.25*	*$63*
Gee Hayre	*51.44*	*2.88*	*147.89*	*$148*
Jim McElroy	*51.44*	*2.88*	*147.89*	*$148*
Kim Miller	*39.18*	*2.88*	*112.64*	*$113*

Proud to be a Certified Small Disadvantaged Business Enterprise (D4M8719632)

hayremcelroy & associates, llc

2014 FEE SCHEDULE FOR GEOTECHNICAL / MATERIALS / CODE COMPLIANCE SERVICES

GEOTECHNICAL/MATERIALS TESTING EQUIPMENT CHARGES

Skidmore Wilhelm Bolt Tension Calibrator	$ 125.00 / day
Calibrated Torque Wrench	$ 25.00 / day
Nuclear Densometer Gauge	$ 40.00 / day
Floor Flatness (FF and FL) Profilometer	$ 225.00 / day
Ultrasonic/Magnetic Particle (Includes Consumables)	$ 75.00 / day
Field Hydraulic Tensile Pull Test Load Frame (ASTM E488)	$ 150.00 / day
Bond Strength Pull-off Tester (ACI 503)	$ 50.00 / day
50mm/75mm Machined Steel Bonding Discs and Epoxy Adhesive (ACI 503)	$ 30.00 / each
Core Machine	$ 60.00 / hour
Moisture Meter	$ 35.00 / day
Tooke Thin-Film Thickness Gauge	$ 40.00 / day
Elcometer Dry-Film Thickness Gauge	$ 65.00 / day
Horiba IG-320 Glossmeter	$ 50.00 / day
Pachometer	$ 175.00 / day
Turbidity and pH Meter	$ 35.00 / day
Vaisala Internal Concrete Humidity Meter	$ 55.00 / day
Field Vehicle (If required full time on site)	$ 65.00/day

Note: Equipment charges do not include hourly labor fees

SOIL AND AGGREGATE TESTS

Standard 4" Mold	D 698 Method A	$ 185.00 / each
Standard 6" Mold	D 698 Method B, C	$ 195.00 / each
Modified, 4" Mold	D 1557 Method A	$ 195.00 / each
Modified, 6" Mold	D 1557 Method B, C	$ 205.00 / each
Check Point		$ 85.00 / each
Oversized Correction		$ 35.00 / each
Sieve Analysis, Coarse Including Wash	C 136	$ 105.00 / each
Sieve Analysis, Coarse and Fine Including Wash (and hydrometer)	D 422	$ 195.00 / each
Minus No. 200 Wash	D 1140	$ 70.00 / each
Plasticity Index/Atterberg Limits	D 4318	$ 135.00 / each
Specific Gravity	C 127, C 128, D 854	$ 90.00 / each
Moisture Determination and Unit Weight (Tube Sample)	D 2216, D 2937, D 4643	$ 45.00 / each
Moisture Determination Only	D 2216, D 4643	$ 18.00 / each
Sand Equivalent (Set of 3)	D 2419	$ 120.00 / set
LA Abrasion	C 131/C 535	$ 375.00 / each
Flat and Elongated Particles	D 4791	$ 90.00 / each
Fractured Faces in Coarse Aggregate	D 5821	$ 110.00 / each
Clay Lumps and Friable Particles	C 142	$ 395.00 / each
Bulk Density (Unit Weight and Voids in Aggregate)	C 29/C 29M	$ 65.00 / each
Organic Impurities	C 40	$ 75.00 / each
Lightweight Particles	C 123	$ 245.00 / each
Specific Gravity and Absorption of Fine Aggregate	C 128	$ 110.00 / each
Specific Gravity and Absorption of Coarse Aggregate	C 127	$ 90.00 / each
Aggregate Soundness	C 88	$ 385.00 / each
California Bearing Ratio (1 Point)	D 1883	$ 265.00 / each
ASR Testing – Fine or Coarse Aggregate – Short Term	C 1260	$2,100.00/ each
ASR Testing – Fine or Coarse Aggregate – Long Term	C 1293	$3,900.00/ each
Petrographic Testing – Fine or Coarse	C 295	$2,700.00/ each
Consolidation (Maximum 8 load points)	D 2435	$ 425.00 / each
Direct Shear (Each Point)	D 3080	$ 150.00 / each
Unconfined Compression	D 2166	$ 135.00 / each
Triaxial Shear, UU (Each)	D 2850	$ 395.00 / each
Triaxial Shear, CU (Each Point)	D 4767	$ 495.00 / each

Copyright 2014 Hayre McElroy & Associates, LLC

Triaxial Shear, CD (Each Point)		$ 595.00 / each
Triaxial Permeability (Each)		$ 425.00 / each
Sample Tube Extrusion (per test sample)		$ 50.00 / each
Sample Trimming (if required)		$ 45.00 / each
Sample Reducing/Splitting of Large Samples to Test Size	C 702	$ 55.00 / each
Classification for Engineering Purposes (Excluding Index Tests)	D 2487	$ 50.00 / each
Sample Preparation (if required)		$ 50.00 / hour

ROCK CORE TESTS

Point Load Index	D 5731	$ 45.00 / each
Unconfined Compression	D 7012	$ 105.00 / each
Bulk Specific Gravity/Unit Weight	D 6473/6752	$ 55.00 / each
Core Saw Cutting of Ends		$ 25.00 / core
End Capping (Sulfur or Gypsum)		$ 10.00 / core

CORROSION POTENTIAL TESTS

Resistivity	G 187	$ 55.00 / each
Chloride		$ 40.00 / each
pH….	G 51/SW-846 Method 9045	$ 35.00 / each
Redox Potential		$ 30.00 / each

CONCRETE

Concrete Cylinder Cured and/or Compression Tested, 4 x 8	C 39	$ 20.00 / each
Concrete Cylinder Cured and/or Compression Tested, 6 x 12	C 39	$ 30.00 / each
Compression Test, Gunite/Shotcrete Core, Drilled/Sawed/Capped	C 1140	$ 38.00 / each
Concrete Test Beam, 6 x 6 x 18……	C 78	$ 90.00 / each
Rapid Chloride Permeability (4"x8" Single Cylinder)	C 1202	$ 650.00 / each
Pervious Concrete Bulk Specific Gravity/Density	D 1188	$ 65.00 / core
Pervious Concrete Theoretical Maximum Density	D 2041	$ 140.00 / core
Pervious Concrete % Air Voids (See Note 1)	D 3203	$ 285.00 / core
Floor Moisture Vapor Transmission		$ 25.00 / each

MASONRY

Grout or Mortar Specimen Cured and/or Compression Tested	C 109, C 579, C 942, C 1019	$ 20.00 / each
Compression Test, 8 x 8 x 16 Prisms or smaller	E 447	$ 100.00 / each
Compression Test, 10 x 8 x 16 Prisms or smaller	E 447	$ 110.00 / each
Compression Test, 12 x 8 x 16 Prisms or smaller	E 447	$ 120.00 / each

ASPHALT

Extraction, % Bitumen, with Gradation		$ 265.00 / each
Unit Weight of Core or Compacted Sample	D 1188, D 2726	$ 55.00 / each
Maximum Theoretical Specific Gravity (Rice Method)	D 2041	$ 120.00 / each
Moisture Content	D 2726	$ 45.00 / each
Bulk Specific Gravity	D 2726	$ 65.00 / each

FIREPROOFING/COATINGS

Density of Spray Applied Fireproofing	E 605	$ 65.00 / each
Cohesion/Adhesion Test Kit	E 736	$ 20.00 / each

Copyright 2014 Hayre McElroy & Associates, LLC

EXIllBITD

SUBCONTRACTED WORK

NOT INCLUDED IN THIS AGREEMENT

EXHIBIT D-1

SUBCONSULTANT FEE DETERMINATION

NOT INCLUDED IN THIS AGREEMENT

EXHIBIT E

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 the same manner as in federally assisted programs of the CITY, 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 the AGREEMENT.

2. NON-DISCRIMINATION: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the Regulations.

3. SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant 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 CITY 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 CITY, 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 CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

6. INCORPORATION OF PROVISIONS: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurements 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 subconsultant or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the CITY to enter into such litigation to protect the interests of the CITY.

EXHIBIT F-1 (a)

CERTIFICATION OF CONSULTANT

CITY OF REDMOND
Project No. _____

I hereby certify that I am _____and a duly authorized

representative of the firm of_____whose address is

_____and that neither I nor the above firm I here

represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure the AGREEMENT;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or

(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out this AGREEMENT; except as here expressly stated (if any).

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

_____ _____

Date Signature

EXHIBIT F-1 (b)

CERTIFICATION OF CITY OFFICIAL

I hereby certify that I am the CITY Official of the Local Agency of Redmond, Washington, and that the consulting firm or their 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 or 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 here expressly stated (if any).

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

_____	_____
Date	Signature

EXHIBIT F-2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph I (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm):_____

_____ (Date)

_____ President or Authorized Official of Consultant

(Signature)

EXHIBIT F-3

CERTIFICATION REGARDING THE RESTRICTIONS OF THE USE OF FEDERAL FUNDS FOR LOBBYING

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Consultant (Firm):_____

_____ (Date)

_____ President or Authorized Official of Consultant

(Signature)

EXHIBIT F-4

CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to verify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Name _____

Title _____

Date of Execution*** _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., Project No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.