

For City of Yakima Use Only:	
Contract No.	<u>2019-041</u>
Project No.	<u>2340</u>
Resolution No.	_____
SOQ No.	_____

**AGREEMENT
BETWEEN
CITY OF YAKIMA, WASHINGTON
AND
KBA, Inc.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on this 12 day of March, 2019, by and between the City of Yakima, Washington, a municipal corporation with its principal office at 129 North Second Street, Yakima, WA 98908, (hereinafter referred to as "CITY"), and KBA, Inc. with its principal office at 11201 SE 8th Street, Suite 160, Bellevue, WA 98004 (hereinafter referred to as "CONSULTANT"); said corporation being licensed and registered to do business in the State of Washington, and will provide Construction Management services under this Agreement for the North 1st Street Revitalization – SR 12 to "N" Street project on behalf of the City of Yakima, Project No. 2340, herein referred to as the "PROJECT."

**WITNESSETH:
RECITALS**

WHEREAS, CITY desires to retain the CONSULTANT to provide Construction Management services for construction of the PROJECT, as described in this Agreement and subsequent Amendments thereto; and

WHEREAS, CONSULTANT represents that it has available and offers to provide personnel with knowledge and experience necessary to satisfactorily accomplish the work within the required time and that it has no conflicts of interest prohibited by law from entering into this Agreement;

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

SECTION 1 INCORPORATION OF RECITALS

1.1 The above recitals are incorporated into these operative provisions of the Agreement.

SECTION 2 SCOPE OF SERVICES

- 2.0.1 CONSULTANT agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.0.2 CONSULTANT shall use its best efforts to maintain continuity in personnel and shall assign, K. Wendell Adams as Principal-in-Charge throughout the term of this Agreement unless other personnel are approved by the CITY.
- 2.1 Basic Services: CONSULTANT agrees to perform those tasks described in Exhibit A, entitled "Scope of Services" (WORK) which is attached hereto and made a part of this Agreement as if fully set forth herein.
- 2.2 Additional Services: CITY and CONSULTANT agree that not all WORK to be performed by CONSULTANT can be defined in detail at the time this Agreement is executed, and that additional WORK related to the Project and not covered in Exhibit A may be needed during performance of this Agreement. CITY may, at any time, by written order, direct the CONSULTANT to revise portions of the PROJECT WORK previously completed in a satisfactory manner, delete portions of the PROJECT, or request that the CONSULTANT perform additional WORK beyond the scope of the PROJECT WORK. Such changes hereinafter shall be referred to as "Additional Services."

- 2.2.1 If such Additional Services cause an increase or decrease in the CONSULTANT'S cost of, or time required for, performance of any services under this Agreement, a contract price and/or completion time adjustment pursuant to this Agreement shall be negotiated, and this Agreement shall be modified in writing and accepted by the parties hereto.
- 2.2.2 Compensation for each such request for Additional Services shall be negotiated by the CITY and the CONSULTANT according to the provisions set forth in Exhibit B, attached hereto and incorporated herein by this reference, and if so authorized, shall be considered part of the PROJECT WORK. The CONSULTANT shall not perform any Additional Services until so authorized by CITY and agreed to by the CONSULTANT in writing.

SECTION 3 CITY'S RESPONSIBILITIES

- 3.1 CITY-FURNISHED DATA: The CITY will provide to the CONSULTANT all technical data in the CITY'S possession relating to the CONSULTANT'S services on the PROJECT including information on any pre-existing conditions known to the CITY that constitute hazardous waste contamination on the PROJECT site as determined by an authorized regulatory agency.
- 3.2 ACCESS TO FACILITIES AND PROPERTY: The CITY will make its facilities reasonably accessible to CONSULTANT as required for CONSULTANT'S performance of its services and will provide labor and safety equipment as reasonably required by CONSULTANT for such access.
- 3.3 TIMELY REVIEW: The CITY will examine the CONSULTANT'S studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner. Such examinations and decisions, however, shall not relieve the CONSULTANT of any contractual obligations nor of its duty to render professional services meeting the standards of care applicable to its profession.
- 3.4 CITY shall appoint a CITY'S Representative with respect to WORK to be performed under this Agreement. CITY'S Representative shall have complete authority to transmit instructions and receive information. CONSULTANT shall be entitled to reasonably rely on such instructions made by the CITY'S Representative unless otherwise directed in writing by the CITY, but CONSULTANT shall be responsible for bringing to the attention of the CITY'S Representative any instructions which the CONSULTANT believes are inadequate, incomplete, or inaccurate based upon the CONSULTANT'S knowledge.
- 3.5 Any documents, services, and reports provided by the CITY to the CONSULTANT are available solely as additional information to the CONSULTANT and will not relieve the CONSULTANT of its professional duties and obligations under this Agreement or at law. The CONSULTANT shall be entitled to reasonably rely upon the accuracy and the completeness of such documents, services and reports, but shall be responsible for exercising customary professional care in using and reviewing such documents, services, and reports and drawing conclusions from them.

SECTION 4 AUTHORIZATION, PROGRESS, AND COMPLETION

- 4.1 In signing this Agreement, CITY grants CONSULTANT specific authorization to proceed with WORK described in Exhibit A. The time for completion is defined in Exhibit A, or as amended.

SECTION 5 COMPENSATION

- 5.1 COMPENSATION ON A TIME SPENT BASIS AT SPECIFIC HOURLY RATES: For the services described in Exhibit A, compensation shall be according to the Exhibit B - Cost Estimate, attached hereto and incorporated herein by this reference, on a time spent basis plus reimbursement for direct non-salary expenses.

5.1.1 DIRECT NON-SALARY EXPENSES: Direct Non-Salary Expenses are those costs incurred on or directly for the PROJECT including, but not limited to, necessary transportation costs, including current rates for CONSULTANT'S vehicles; meals and lodging; laboratory tests and analyses; printing, binding and reproduction charges; all costs associated with other outside nonprofessional services and facilities; special CITY-requested and PROJECT-related insurance and performance warranty costs; and other similar costs. Reimbursement for Direct Non-Salary Expenses will be on the basis of actual charges, and on the basis of current rates when furnished by CONSULTANT. Estimated Direct Non-Salary Expenses are shown in Exhibit B.

5.1.1.1 Travel costs, including transportation, lodging, subsistence, and incidental expenses incurred by employees of the CONSULTANT and each of the Subconsultants in connection with PROJECT WORK; provided, as follows:

- ♦ That a maximum of U.S. INTERNAL REVENUE SERVICE allowed cents per mile will be paid for the operation, maintenance, and depreciation costs of company or individually owned vehicles for that portion of time they are used for PROJECT WORK. CONSULTANT, whenever possible, will use the least expensive form of ground transportation.
- ♦ That reimbursement for meals inclusive of tips shall not exceed the maximum amount allowed for Yakima County by the General Services Administration (GSA). This rate may be adjusted on a yearly basis.
- ♦ That accommodation for hotel/motel shall not exceed the maximum amount allowed for Yakima County by the GSA. This rate may be adjusted on a yearly basis.
- ♦ That air travel shall be by coach class, and shall be used only when absolutely necessary.

5.1.2 Telephone charges, computer charges, in-house reproduction charges, first class postage, and FAX charges are not included in the direct expense costs, but are considered included in the Schedule of Specific Hourly Billing Rates.

5.1.3 Professional Subconsultants. Professional Subconsultants are those costs for engineering, architecture, geotechnical services and similar professional services approved by the CITY. Reimbursement for Professional Subconsultants will be on the basis of actual costs billed for services provided to the CITY through this Agreement. Estimated Subconsultant costs are shown in Exhibit B.

5.2 Unless specifically authorized in writing by the CITY, the total budgetary amount for this PROJECT shall not exceed Six Hundred Thousand Dollars (\$600,000.00). The CONSULTANT shall make all reasonable efforts to complete the WORK within the budget and will keep CITY informed of progress toward that end so that the budget or WORK effort can be adjusted if found necessary. The CONSULTANT is not obligated to incur costs beyond the indicated budget, as may be adjusted, nor is the CITY obligated to pay the CONSULTANT beyond these limits. When any budget has been increased, the CONSULTANT'S excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase, and provided that the City was informed in writing at the time such costs were incurred.

5.3 The CONSULTANT shall submit to the City's Representative an invoice each month for payment for PROJECT services completed through the accounting cut-off day of the previous month. Such invoices shall be for PROJECT services and WORK performed and costs incurred prior to the date of the invoice and not covered by previously submitted invoices. The CONSULTANT shall submit with each invoice a summary of time expended on the PROJECT for the current billing period, copies of subconsultant invoices, and any other supporting materials and details determined necessary by the City to substantiate the costs incurred. CITY will pay such invoices within thirty (30) days of receipt and upon approval of the WORK done and amount billed, or 30 days from the date the grant money is received for this project, whichever is later. CITY will notify the CONSULTANT within 8 working days if any problems are noted with the invoice. CITY may question any item in an invoice, noting to CONSULTANT the questionable item(s) and

withholding payment for such item(s). The CONSULTANT may resubmit such item(s) in a subsequent invoice together with additional supporting information requested.

- 5.4 If payment is not made within thirty (30) days following receipt of approved invoices (or receipt of grant funding, whichever is later), interest on the unpaid balance shall accrue beginning with the thirty-first (31st) day at the rate of 1.0% per month or the maximum interest rate permitted by law, whichever is less; provided, however, that no interest shall accrue pursuant to Chapter 39.76 RCW when before the date of timely payment a notice of dispute is issued in good faith by the CITY to the CONSULTANT pursuant to the terms of RCW 39.76.020(4).
- 5.5 Final payment of any balance due the CONSULTANT for PROJECT services will be made within forty-five (45) days after satisfactory completion of the services required by this Agreement as evidenced by CITY's written acceptance and after such audit or verification as CITY may deem necessary, together with CONSULTANT's execution and delivery of a release of all known payment claims against CITY arising under or by virtue of this Agreement, other than such payment claims, if any, as may be specifically exempted by the CONSULTANT from the operation of the release in stated amounts to be set forth therein.
- 5.6 Payment for any PROJECT services and WORK shall not constitute a waiver or release by CITY of any claims, right, or remedy it may have against the CONSULTANT under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by CITY of any failure or fault of the CONSULTANT to satisfactorily perform the PROJECT WORK as required under this Agreement.

SECTION 6 RESPONSIBILITY OF CONSULTANT

- 6.1 The CONSULTANT shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all plans, designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, reports, and other services. The CONSULTANT shall perform its WORK according to generally accepted standards of care by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period, and consistent with achieving the PROJECT WORK within budget, on time, and in compliance with applicable laws, regulations, and permits.
- 6.2 CITY'S review or approval of, or payment for, any plans, drawings, designs, specifications, reports, and incidental WORK or services furnished hereunder shall not in any way relieve the CONSULTANT of responsibility for the technical adequacy, completeness, or accuracy of its WORK and the PROJECT WORK. CITY'S review, approval, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or at law or any cause of action arising out of the performance of this Agreement.
- 6.3 In performing WORK and services hereunder, the CONSULTANT and its subcontractors, subconsultants, employees, agents, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of CITY in any manner whatsoever. The CONSULTANT shall not hold itself out as, nor claim to be, an officer or employee of CITY by reason hereof and shall not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of CITY. The CONSULTANT shall be solely responsible for any claims for wages or compensation by CONSULTANT's employees, agents, and representatives, including subconsultants and subcontractors, and shall save and hold CITY harmless therefrom.
- 6.4 INDEMNIFICATION:
 - (a) CONSULTANT agrees to defend, indemnify, and hold harmless the CITY, its elected and appointed officials, agents, officers, employees and volunteers (hereinafter "parties protected") from (1) claims, demands, liens, lawsuits, administrative and other proceedings, (including reasonable costs and attorneys fees) and (2) judgments, awards, losses, liabilities, damages, penalties, fines, costs and expenses of any kind claimed by third parties arising out of, or related to any death, injury,

damage or destruction to any person or any property to the extent caused by any negligent act, action, default, error, omission or willful misconduct arising out of the CONSULTANT's performance under this Agreement. In the event that any lien is placed upon the City's property or any of the City's officers, employees or agents as a result of the negligence or willful misconduct of the CONSULTANT, the CONSULTANT shall at once cause the same to be dissolved and discharged by giving bond or other necessary satisfaction.

- (b) CITY agrees to indemnify and hold the CONSULTANT harmless from loss, cost, or expense of any kind claimed by third parties, including without limitation such loss, cost, or expense resulting from injuries to persons or damages to property, caused solely by the negligence or willful misconduct of the CITY, its employees, or agents in connection with the PROJECT.
 - (c) If the negligence or willful misconduct of both the CONSULTANT and the CITY (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between the CONSULTANT and the CITY in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.
 - (d) Nothing contained in this Section or this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- 6.5 In any and all claims by an employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the CONSULTANT or a subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts. The CONSULTANT specifically and expressly waives its immunity under the Industrial Insurance Act, Title 51, RCW. Such waiver has been mutually negotiated by the CONSULTANT and the CITY.
- 6.6 It is understood that any resident engineering or inspection provided by CONSULTANT is for the purpose of determining compliance with the technical provisions of PROJECT specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. CONSULTANT does not assume responsibility for methods or appliances used by a contractor, for a contractor's safety programs or methods, or for contractors' compliance with laws and regulations. CITY shall use its best efforts to ensure that the construction contract requires that the contractor(s) indemnify and name CITY, the CITY's and the CONSULTANT's officers, principals, employees, agents, representatives, and engineers as additional insureds on contractor's insurance policies covering PROJECT, exclusive of insurance for CONSULTANT professional liability.
- 6.7 **SUBSURFACE INVESTIGATIONS:** In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observation, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

SECTION 7 PROJECT SCHEDULE AND BUDGET

- 7.1 The general PROJECT schedule and the budget for both the entire PROJECT and its component tasks shall be as set forth in this Agreement and attached Exhibits. The project schedule and performance dates for the individual tasks shall be mutually agreed to by the CITY and the CONSULTANT within fifteen (15) days after execution of this Agreement. The performance dates and budgets for tasks may be modified only upon written agreement of the parties hereto. The performance date for tasks and the completion date for the entire PROJECT shall not be extended, nor the budget increased because of any unwarranted delays attributable to the CONSULTANT, but may be extended or increased by the CITY in the event of a delay caused by

special services requested by the CITY or because of unavoidable delay caused by any governmental action or other conditions beyond the control of the CONSULTANT which could not be reasonably anticipated or avoided.

- 7.2 The CONSULTANT shall submit to the CITY'S Representative a Construction Progress Report no later than the tenth (10th) day of each calendar month during the performance of the PROJECT.

SECTION 8 REUSE OF DOCUMENTS

- 8.1 All internal WORK products of the CONSULTANT are instruments or services of this PROJECT. There shall be no reuse, change, or alteration by the CITY or others acting through or on behalf of the CITY without written permission of the CONSULTANT, which shall not be unreasonably withheld and will be at the CITY's sole risk. The CITY agrees to indemnify the CONSULTANT and its officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs including, but not limited to, litigation expenses and attorney's fees arising out of or related to such unauthorized reuse, change, or alteration; provided, however, that the CONSULTANT will not be indemnified for such claims, damages, losses, and costs including, without limitation, litigation expenses and attorney fees if they were caused by the CONSULTANT's own negligent acts or omissions.
- 8.2 The CONSULTANT agrees that any and all plans, drawings, designs, specifications, computer programs, technical reports, operating manuals, calculations, notes, and other WORK submitted or which are specified to be delivered under this Agreement or which are developed or produced and paid for under this Agreement, whether or not complete, shall be owned by and vested in the CITY.
- 8.3 All rights to patents, trademarks, copyrights, and trade secrets owned by CONSULTANT (hereinafter "Intellectual Property") as well as any modifications, updates or enhancements to said Intellectual Property during the performance of the WORK remain the property of CONSULTANT, and CONSULTANT does not grant CITY any right or license to such Intellectual Property.

SECTION 9 AUDIT AND ACCESS TO RECORDS

- 9.1 The CONSULTANT, including its subconsultants, shall maintain books, records, documents and other evidence directly pertinent to performance of the WORK under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The CITY, or the CITY's duly authorized representative, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying for a period of three years after completion of the PROJECT. The CITY shall also have access to such books, records, and documents during the performance of the PROJECT WORK, if deemed necessary by the CITY, to verify the CONSULTANT's WORK and invoices and/or to comply with the Public Records Act, RCW 42.56.
- 9.2 Audits conducted pursuant to this section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.
- 9.3 The CONSULTANT agrees to the disclosure of all information and reports resulting from access to records pursuant to this section provided that the CONSULTANT is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include CONSULTANT's written comments, if any.
- 9.4 The CONSULTANT shall ensure that the foregoing paragraphs are included in each subcontract for WORK on the Project.
- 9.5 Any charges of the CONSULTANT paid by the CITY which are found by an audit to be inadequately substantiated shall be reimbursed to the CITY.

SECTION 10 INSURANCE

- 10.1 At all times during performance of the WORK, CONSULTANT shall secure and maintain in effect insurance to protect the CITY and the CONSULTANT from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement. CONSULTANT shall provide and maintain in force insurance in limits no less than those stated below, as applicable. The CITY reserves the right to require higher limits should it deem it necessary in the best interest of the public. If CONSULTANT carries higher coverage limits than the limits stated below, such higher limits shall be shown on the Certificate of Insurance and Endorsements and CONSULTANT shall be named as an additional insured for such higher limits.

10.1.1 **Commercial General Liability Insurance.** Before this Agreement is fully executed by the parties, CONSULTANT shall provide the CITY with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the CITY, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds. The insured shall not cancel the insurance coverage in this amount without first giving the CITY five (5) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

10.1.2. **Commercial Automobile Liability Insurance.**

a. If CONSULTANT owns any vehicles, before this Agreement is fully executed by the parties, CONSULTANT shall provide the CITY with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate.

b. If CONSULTANT does not own any vehicles, only "Non-owned and Hired Automobile Liability" will be required and may be added to the commercial liability coverage at the same limits as required in that section of this Agreement, which is Section 10.1.1 entitled "Commercial General Liability Insurance".

c. Under either situation described above in Section 10.1.2.a. and Section 10.1.2.b., the required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the CITY, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds. The insured shall not cancel the insurance coverage in this amount without first giving the CITY five (5) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

10.1.3. Statutory workers' compensation and employer's liability insurance as required by state law.

10.1.4. **Professional Liability Coverage.** Before this Contract is fully executed by the parties, CONSULTANT shall provide the City with a certificate of insurance as proof of professional liability coverage with a total liability limit of the limits required in the policy, subject to minimum limits of Two Million Dollars (\$2,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this

Contract. The insured shall not cancel the insurance coverage in this amount without first giving the CITY five (5) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract.

Failure of either or all of the additional insureds to report a claim under such insurance shall not prejudice the rights of the CITY, its elected and appointed officials, officers, employees, agents, and representatives there under. The CITY and the CITY's elected and appointed officials, officers, principals, employees, representatives, and agents shall have no obligation for payment of premiums because of being named as additional insureds under such insurance.

SECTION 11 SUBCONTRACTS

- 11.1 CONSULTANT shall be entitled, to the extent determined appropriate by CONSULTANT, to subcontract any portion of the WORK to be performed under this Agreement.
- 11.2 Any subconsultants or subcontractors to the CONSULTANT utilized on this PROJECT, including any substitutions thereof, will be subject to prior approval by CITY, which approval shall not be unreasonably withheld. Each subcontract shall be subject to review by the CITY's Representative, if requested, prior to the subconsultant or subcontractor proceeding with the WORK. Such review shall not constitute an approval as to the legal form or content of such subcontract. The CONSULTANT shall be responsible for the architectural and engineering performance, acts, and omissions of all persons and firms performing subcontract WORK.
- 11.3 CITY does not anticipate CONSULTANT subcontracting with any additional persons or firms for the purpose of completing this Agreement.
- 11.4 The CONSULTANT shall submit, along with its monthly invoices, a description of all WORK completed by subconsultants and subcontractors during the preceding month and copies of all invoices thereto.

SECTION 12 ASSIGNMENT

- 12.1 This Agreement is binding on the heirs, successors and assigns of the parties hereto. This Agreement may not be assigned by CITY or CONSULTANT without prior written consent of the other, which consent will not be unreasonably withheld. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.

SECTION 13 INTEGRATION

- 13.1 This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

SECTION 14 JURISDICTION AND VENUE

- 14.1 This Agreement shall be administered and interpreted under the laws of the State of Washington. Jurisdiction of litigation arising from this Agreement shall be in Washington State. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect. Venue for all disputes arising under this Agreement shall lie in a court of competent jurisdiction in Yakima County, Washington.

SECTION 15 EQUAL EMPLOYMENT and NONDISCRIMINATION

- 15.1 During the performance of this Agreement, CONSULTANT and CONSULTANT's subconsultants and subcontractors shall not discriminate in violation of any applicable federal, state and/or local

law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement. CONSULTANT agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

SECTION 16 SUSPENSION OF WORK

- 16.1 CITY may suspend, in writing by certified mail, all or a portion of the WORK under this Agreement if unforeseen circumstances beyond CITY's control are interfering with normal progress of the WORK. CONSULTANT may suspend, in writing by certified mail, all or a portion of the WORK under this Agreement if unforeseen circumstances beyond CONSULTANT's control are interfering with normal progress of the WORK. CONSULTANT may suspend WORK on the PROJECT in the event CITY does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the WORK shall be extended by the number of days WORK is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate WORK on the suspended portion of Project in accordance with SECTION 17.

SECTION 17 TERMINATION OF WORK

- 17.1 Either party may terminate this Agreement, in whole or in part, if the other party materially breaches its obligations under this Agreement and is in default through no fault of the terminating party. However, no such termination may be effected unless the other party is given: (1) not less than fifteen (15) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation and for cure with the terminating party before termination. Notice shall be considered issued within seventy-two (72) hours of mailing by certified mail to the place of business of either party as set forth in this Agreement.
- 17.2 In addition to termination under subsection 17.1 of this Section, CITY may terminate this Agreement for its convenience, in whole or in part, provided the CONSULTANT is given: (1) not less than fifteen (15) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate; and (2) an opportunity for consultation with CITY before the effective termination date.
- 17.3 If CITY terminates for default on the part of the CONSULTANT, an adjustment in the contract price pursuant to the Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other WORK, and (2) any payment due to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs or damages CITY has incurred, or is likely to incur, because of the CONSULTANT'S breach. In such event, CITY shall consider the amount of WORK originally required which was satisfactorily completed to date of termination, whether that WORK is in a form or of a type which is usable and suitable to CITY at the date of termination and the cost to CITY of completing the WORK itself or of employing another firm to complete it. Under no circumstances shall payments made under this provision exceed the contract price. In the event of default, the CONSULTANT agrees to pay CITY for any and all damages, costs, and expenses whether directly, indirectly, or consequentially caused by said default. This provision shall not preclude CITY from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by contract retainage or other withheld payments.
- 17.4 If the CONSULTANT terminates for default on the part of CITY or if CITY terminates for convenience, the adjustment pursuant to the Agreement shall include payment for services satisfactorily performed to the date of termination, in addition to termination settlement costs the CONSULTANT reasonably incurs relating to commitments which had become firm before the termination, unless CITY determines to assume said commitments.
- 17.5 Upon receipt of a termination notice under subsections 17.1 or 17.2 above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2)

deliver or otherwise make available to CITY all originals of data, drawings, specifications, calculations, reports, estimates, summaries, and such other information, documents, and materials as the CONSULTANT or its subconsultants may have accumulated or prepared in performing this Agreement, whether completed or in progress, with the CONSULTANT retaining copies of the same.

- 17.6 Upon termination under any subparagraph above, CITY reserves the right to prosecute the WORK to completion utilizing other qualified firms or individuals; provided, the CONSULTANT shall have no responsibility to prosecute further WORK thereon.
- 17.7 If, after termination for failure of the CONSULTANT to fulfill contractual obligations, it is determined that the CONSULTANT has not so failed, the termination shall be deemed to have been effected for the convenience of CITY. In such event, the adjustment pursuant to the Agreement shall be determined as set forth in subparagraph 17.4 of this Section.
- 17.8 If, because of death, unavailability or any other occurrence, it becomes impossible for any key personnel employed by the CONSULTANT in PROJECT WORK or for any corporate officer of the CONSULTANT to render his services to the PROJECT, the CONSULTANT shall not be relieved of its obligations to complete performance under this Agreement without the concurrence and written approval of CITY. If CITY agrees to termination of this Agreement under this provision, payment shall be made as set forth in subparagraph 17.3 of this Section.

SECTION 18 DISPUTE RESOLUTION

- 18.1 In the event that any dispute shall arise as to the interpretation or performance of this Agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If neither of the afore mentioned methods are successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with SECTION 14. If both parties consent in writing, other available means of dispute resolution may be implemented.

SECTION 19 NOTICE

- 19.1 Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth below. Notice shall be considered issued and effective upon receipt thereof by the addressee-party, or seventy-two (72) hours after mailing by certified mail to the place of business set forth below, whichever is earlier.

CITY: City of Yakima
129 N. 2nd Street
Yakima, WA 98908
Attn: Bob Desgrosellier, Sr. Engineer

CONSULTANT: KBA, Inc.
11201 SE 8th Street, Suite 160
Bellevue, WA 98004
Attn: Deborah Ottum, CPCM

[SIGNATURE PAGE BEGINS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, authorized officers or representatives as of the day and year first above written.

CITY OF YAKIMA

KBA, INC.


Cliff Moore


Signature

Printed Name: Cliff Moore

Printed Name: Kristin H. Overlease

Title: City Manager

Title: President

Date: March 12, 2019

Date: 3/1/19

Attest 
Acting City Clerk



CITY CONTRACT NO: 2019-041
RESOLUTION NO: _____

STATE OF WASHINGTON

)
) ss.
)

COUNTY OF YAKIMA

I certify that I know or have satisfactory evidence that Cliff Moore is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the CITY MANAGER of the CITY OF YAKIMA, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 12, 2019

Seal or Stamp



Cally R. Price
(Signature)

Notary
Title

Cally R. Price
Printed Name

My commission expires: 2/15/21

STATE OF WASHINGTON

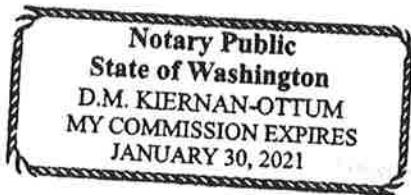
)
) ss.
)

COUNTY OF ~~YAKIMA~~ King

I certify that I know or have satisfactory evidence that Kris Overhese is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the President of KBA, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/7/19

Seal or Stamp



Dm Kiernan-Ottum
(Signature)

Notary Public
Title

Dm Kiernan-Ottum
Printed Name

My commission expires: 1.30.21

EXHIBIT A
SCOPE OF SERVICES
Construction Management Services
for
North 1st Street Revitalization – SR 12 to ‘N’ Street

KBA, Inc. (Consultant) will provide Construction Management (CM) services to City of Yakima (Agency), for the Project known as ***North 1st Street Revitalization – SR 12 to ‘N’ Street***. These services will include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project, as detailed below.

Project Description: The project consists of reconstructing the existing roadway and the work includes roadway excavation, HMA, curb, gutter and sidewalk, stormwater collection/treatment/conveyance, grading, water and sanitary sewer mainline replacement, signing, striping, illumination, irrigation, landscaping and other work. The Designer of Record on this project is PBS (Designer).

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management. Provide overall day-to-day management of the consultant contract and team, including:

1. Decide on best modes and frequency of communication with Agency and Designer. Liaison and coordinate with Agency on a regular basis to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant's staff and subconsultant. Organize and layout work for Consultant Team.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Agency monthly, an invoice and progress report describing Consultant Team services provided that month. Prepare and submit reporting required by funding source(s), if any.

Deliverables

- Monthly invoices and progress reports

B. Preconstruction Services

1. Review Contract Documents to familiarize team with Project requirements.
2. Provide one set of preconstruction photographs and video.

Deliverables

- Preconstruction photos, digital files on electronic storage medium

C. Construction Phase Services – Contract Administration

1. Liaison with the Agency, construction contractor, Designer, appropriate agencies, property owners, and utilities.
2. Provide the Agency with brief monthly construction progress reports, highlighting progress and advising of issues which are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and require revised schedules when needed. Advise Agency of schedule changes.

4. Progress Meetings. Lead regular (usually weekly) progress meetings with the construction contractor, including Agency pre-briefing. Prepare weekly meeting agenda and meeting notes, and distribute copies to attendees. Track outstanding issues on a weekly basis.
5. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
6. Record of Materials. Maintain provided Record of Materials indicating anticipated material approvals, material compliance documentation, and materials testing requirements. Maintain records of material compliance documentation received and advise of any known deficiencies.
7. Prepare weekly statement of working days and distribute to the Agency and Contractor.
8. Manage RFI (Request for Information) process. Track and review/evaluate, or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
9. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
10. Monthly Pay Requests. Prepare monthly requests for payment and/or review payment requests submitted by the construction contractor. Review with Agency and construction contractor, and recommend approval, as appropriate.
11. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
12. Notify construction contractor of noncompliance.
13. Prevailing Wage Monitoring:
 - a. Monitor Payroll Compliance. Review Statements of Intent to Pay Prevailing Wage against the Contract Document requirements. Collect, record, and check weekly certified payrolls and conduct on-site wage interviews, both at a frequency documented in accordance with Agency guidelines.
14. Assist the Agency in the investigation of malfunctions or failures during construction.
15. Public Information. Provide information for Agency to prepare media communications and public notices on Project status. Provide information for Agency's inclusion into a Project website and/or newsletters, if requested.
16. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by the CM team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
17. Document Control. Establish and maintain document filing and tracking systems, following Agency guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. One hard copy of files will be kept in the Project field office.
 - b. Electronic documentation will be stored in a Project Website, using SharePoint software, managed and hosted by the Consultant.
 - c. The Project SharePoint site will transition to "read-only" access upon expiration of the Agreement, or upon project completion and transfer of final records, whichever occurs first. Transference of final records will include a digital copy of the files stored in the Project SharePoint site. Access to SharePoint will expire following that date.

18. Project Closeout. Prepare Certificates of Substantial (including punch list), Physical, and Final Completion for Agency approval and signature. Prepare final pay estimate for Agency approval and processing.
19. Final Records. Compile and convey final Project records, transferring to the Agency for archiving at final acceptance of the Project. Records will consist of hard copy originals and electronic records on electronic storage medium.

Deliverables

- Monthly Construction Progress Reports
- Schedule Review Comments
- Meeting Agendas and Notes
- Submittal Log
- Completed Record of Materials
- RFI Log
- Change Order(s)
- Progress Pay Requests
- Certificates of Completion
- Final records – hard copy and electronic

D. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Agency, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Agency of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
4. Interpret Construction Contract Documents, in coordination with Designer.
5. Evaluate issues which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.
8. Prepare field records and documents to help facilitate administration of the Project in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized as detailed in the CM Plan.
11. Punch List. Upon substantial completion of work, coordinate with the Agency and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Conduct or cause to be conducted, materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of

materials used in the construction; document and evaluate results of testing; and inform Agency and construction contractor of deficiencies.

Deliverables

- IDRs with Project photos – submitted on a weekly basis
- Punch List(s)
- Test reports

E. Assumptions

1. Budget:

- a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted from March 11, 2019 through November 15, 2019. This is intended to span the originally planned construction duration of 160 contractor working days, plus minimal time allotted for Project closeout. Overtime has not been figured into the budget.
- b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover such instances as the following, Agency and Consultant will negotiate a supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
 - iv. The work is anticipated to be performed during daytime hours. Should night work be necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's employees.
- c. The budget allocations shown on Exhibit B, are itemized to aid in Project tracking purposes only. The budget may be transferred between people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
- d. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project SharePoint site. Any customization to meet specialized Agency requirements will be Extra Work.
- e. Should Consultant's level of effort extend beyond the time period detailed in the attached Exhibit B - Estimate, and into a new year, labor rates will adjust annually on January 1, with 30-day written notice to Agency.

2. Items and Services Agency will provide:

- a. Meeting arrangements and facilities for pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
- b. Field Office, including:
 - i. Workstations (desk, chair, and storage) for 3 staff
 - ii. Conference table and chairs
 - iii. Combination printer/copier/scanner with 11x17 size and color capabilities
 - iv. High speed, dedicated connection, preferably with a static IP
 - v. Miscellaneous office supplies
 - vi. Utilities and sanitary facilities
- c. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
- d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.

- e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.
3. Scope:
- a. The SharePoint tool being used on this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - c. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Agency, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Agency's expectations.
 - d. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation, and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Agency if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
 - e. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Agency immediately for resolution.
 - f. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
 - g. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
 - h. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to

complete a project, and for identifying potential schedule and coordination challenges and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.

- i. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- j. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- k. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- l. Agency agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Agency, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- m. Consultant will not be liable for any damage to the field office premises or utilities provided by Agency, unless caused by Consultant's own negligence.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Agency, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

Project Name:

Yakima - N. 1st Street



Client Project No.: TBD
 KBA Project No.: BP 14-123-01
 Contract Type: Cost + Net Fee (on DSC only)
 Date Prepared: 3/7/2018
 Prepared by: K. Adams
 Salary Escalation: 5%

Month	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Days/Mo	21	22	22	20	22	22	20	23	19	21
Hr/Mo	168	176	176	160	176	176	160	184	152	168
Extra Work	12%	12%	12%	12%	25%	25%	25%	12%	12%	12%
Adj Hr/Mo	188	197	197	179	220	220	200	206	170	188

Employee	Title	2019 Rate	2020 Rate	Total Hours	2019 Total	2020 Total
K. Adams	(M4) Principal in Charge	\$90.00	\$94.50	54	\$4,950	\$5,103
TBD	(A4) Contract Admin	\$37.00	\$38.85	26	\$962	\$1,006
Brent Pierson	(T6) Resident Engineer	\$55.68	\$58.46	1,384	\$76,800	\$80,900
Chuck Guana	(T5) Inspector - Day	\$45.00	\$47.25	1,312	\$59,400	\$62,250
Chuck Guana	(T5) Inspector - Night	\$51.75	\$54.34	8	\$414	\$434
Roy Lopez	(P6) Office Engineer	\$45.60	\$47.88	1,266	\$57,730	\$60,070
Subtotal - KBA Labor Hours				4,050	\$200,067	\$209,022

KBA Labor Hours March 12, 2019 - November 15, 2019

Employee	Title	2019 Rate	2020 Rate	Total Hours	2019 Total	2020 Total
K. Adams	(M4) Principal in Charge	\$90.00	\$94.50	54	\$4,950	\$5,103
TBD	(A4) Contract Admin	\$37.00	\$38.85	26	\$962	\$1,006
Brent Pierson	(T6) Resident Engineer	\$55.68	\$58.46	1,384	\$76,800	\$80,900
Chuck Guana	(T5) Inspector - Day	\$45.00	\$47.25	1,312	\$59,400	\$62,250
Chuck Guana	(T5) Inspector - Night	\$51.75	\$54.34	8	\$414	\$434
Roy Lopez	(P6) Office Engineer	\$45.60	\$47.88	1,266	\$57,730	\$60,070
Subtotal - KBA Labor Hours				4,050	\$200,067	\$209,022

Direct Expenses

Item	2019 Total	2020 Total
Vehicles @ \$950/mo + Tax (for RE & Inspector, full month)	\$14,672	\$15,240
Vehicles @ \$6/hr + Tax (for RE & Insp, pro-rated for partial months)	\$2,065	\$2,168
Mileage @ IRS approved rate (for PM 1x/mo, for OE 2x/mo)	\$4,500	\$4,725
Travel Per Diem (per GSA for Yakima County WA) for OE, 2x/mo	\$5,184	\$5,448
Misc: Supplies, Equipment	\$493	\$514
Subtotal - Direct Expenses	\$26,914	\$28,115

Subconsultant(s)

Subconsultants	2019 Total	2020 Total
Baer Testing	\$18,044	\$18,044
Subtotal - Subconsultant Costs	\$18,044	\$18,044

Combined Costs

Employee	Title	2019 Rate	2020 Rate	Total DSC	2019 Total	2020 Total
K. Adams	(M4) Principal in Charge	\$90.00	\$94.50	\$4,860	\$4,860	\$5,103
TBD	(A4) Contract Admin	\$37.00	\$38.85	\$962	\$962	\$1,006
Brent Pierson	(T6) Resident Engineer	\$55.68	\$58.46	\$77,061	\$77,061	\$80,900
Chuck Guana	(T5) Inspector - Day	\$45.00	\$47.25	\$59,040	\$59,040	\$62,250
Chuck Guana	(T5) Inspector - Night	\$51.75	\$54.34	\$414	\$414	\$434
Roy Lopez	(P6) Office Engineer	\$45.60	\$47.88	\$57,730	\$57,730	\$60,070
Direct Salary Costs				\$200,067	\$200,067	\$209,022
Overhead (Home) @ 165.72%				\$9,648	\$9,648	\$10,000
Overhead (Field) @ 146.88%				\$285,307	\$285,307	\$297,000
Subtotal (DSC + OH)				\$495,022	\$495,022	\$516,022
Fee (on DSC only) @ 30.00%				\$60,070	\$60,070	\$62,407
Subtotal (DSC + OH + Fee)				\$555,042	\$555,042	\$578,429
Direct Expenses (No Markup)				\$26,914	\$26,914	\$28,115
Subconsultant(s)				\$18,044	\$18,044	\$18,044
TOTAL ESTIMATED COSTS				\$600,000	\$600,000	\$624,600

Rounded to nearest whole dollar.

CONFIDENTIAL & PROPRIETARY TO KBA, INC.