

**AGREEMENT  
BETWEEN**

**CITY OF YAKIMA, WASHINGTON  
AND OSBORN CONSULTING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Yakima, Washington, a municipal corporation with its principal office at 129 North Second Street, Yakima, WA 98901, (hereinafter referred to as "CITY"), and Osborn Consulting, Inc. with its principal office at 1800 112th Ave NE, suite 220E, Bellevue, WA 98004, (hereinafter referred to as "ENGINEER"); said corporation being licensed and registered to do business in the State of Washington, and will provide Engineering/Consulting services under this Agreement for Car Wash Wastewater Management Education and Outreach Effectiveness Study on behalf of the City of Yakima, Project No. 12105Q, herein referred to as the "PROJECT."

**WITNESSETH:**

**RECITALS**

WHEREAS, CITY desires to retain the ENGINEER to provide engineering services for design and construction of the PROJECT, as described in this Agreement and subsequent Amendments thereto; and

WHEREAS, ENGINEER 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 ENGINEER 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    ENGINEER agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.0.2    ENGINEER shall use its best efforts to maintain continuity in personnel and shall assign, Laura Ruppert as Principal-in-Charge throughout the term of this Agreement unless other personnel are approved by the CITY.

2.1      Basic Services: ENGINEER 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 ENGINEER agree that not all WORK to be performed by ENGINEER 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 ENGINEER to revise portions of the PROJECT WORK previously completed in a satisfactory manner, delete portions of the PROJECT, or request that the ENGINEER 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 ENGINEER'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 made and this Agreement shall be modified in writing; any amendments to the Agreement shall become effective upon written acceptance by the parties hereto.
- 2.2.2 Compensation for each such request for Additional Services shall be negotiated by the CITY and the ENGINEER 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 ENGINEER shall not perform any Additional Services until so authorized by CITY and agreed to by the ENGINEER in writing.
- 2.3 The ENGINEER must assert any claim for adjustment in writing within thirty (30) days from the date of the ENGINEER's receipt of the written notification of change.

**SECTION 3 CITY'S RESPONSIBILITIES**

- 3.1 CITY-FURNISHED DATA: The CITY will provide to the ENGINEER all technical data in the CITY'S possession relating to the ENGINEER'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 ENGINEER as required for ENGINEER'S performance of its services and will provide labor and safety equipment as reasonably required by ENGINEER for such access.
- 3.3 TIMELY REVIEW: The CITY will examine the ENGINEER'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 ENGINEER 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. ENGINEER shall be entitled to reasonably rely on such instructions made by the CITY'S Representative unless otherwise directed in writing by the CITY, but ENGINEER shall be responsible for bringing to the attention of the CITY'S Representative any instructions which the ENGINEER believes are inadequate, incomplete, or inaccurate based upon the ENGINEER'S knowledge.
- 3.5 Any documents, services, and reports provided by the CITY to the ENGINEER are available solely as additional information to the ENGINEER and will not relieve the ENGINEER of its professional duties and obligations under this Agreement or at law. The ENGINEER 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 ENGINEER 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 Exhibit C - Schedule of Specific Hourly Rates, 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 ENGINEER'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 plus a reasonable markup, not to exceed ten percent (10%), and on the basis of current rates when furnished by ENGINEER. 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 ENGINEER 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. ENGINEER, whenever possible, will use the least expensive form of ground transportation.
- ◆ That reimbursement for meals inclusive of tips shall not exceed a maximum of forty dollars (\$40) per day per person. This rate may be adjusted on a yearly basis.
- ◆ That accommodation shall be at a reasonably priced hotel/motel.
- ◆ 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 plus a reasonable markup, not to exceed ten percent (10%) 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 One Hundred Forty-Four Thousand, Seven Hundred Fifty-Four Dollars (\$144,754). The ENGINEER

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 ENGINEER is not obligated to incur costs beyond the indicated budget, as may be adjusted, nor is the CITY obligated to pay the ENGINEER beyond these limits. When any budget has been increased, the ENGINEER'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 ENGINEER 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 ENGINEER 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 use its best efforts to pay such invoices within thirty (30) days of receipt and upon approval of the WORK done and amount billed. CITY will notify the ENGINEER promptly if any problems are noted with the invoice. CITY may question any item in an invoice, noting to ENGINEER the questionable item(s) and withholding payment for such item(s). The ENGINEER may resubmit such item(s) in a subsequent invoice together with additional supporting information requested.
- 5.4 If payment is not made within sixty (60) days following receipt of approved invoices, interest on the unpaid balance shall accrue beginning with the sixty-first (61<sup>st</sup>) 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 ENGINEER pursuant to the terms of RCW 39.76.020(4).
- 5.5 Final payment of any balance due the ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER 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 ENGINEER to satisfactorily perform the PROJECT WORK as required under this Agreement.

## **SECTION 6 RESPONSIBILITY OF ENGINEER**

- 6.1 The ENGINEER 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 ENGINEER under this Agreement. The ENGINEER shall, without additional compensation, correct or review any errors, omissions, or other deficiencies in its plans, designs, drawings, specifications, reports, and other services. The ENGINEER shall perform its WORK according to generally accepted civil engineering standards of care 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER shall be solely responsible for any claims for wages or compensation by ENGINEER's employees, agents, and representatives, including subconsultants and subcontractors, and shall save and hold CITY harmless therefrom.

6.4 INDEMNIFICATION:

- (a) ENGINEER 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 attorney's 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 Engineer'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 Engineer, the Engineer 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER, 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 ENGINEER or a subcontractor under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts. The ENGINEER specifically and expressly waives its immunity under the Industrial Insurance Act, Title 51, RCW. Such waiver has been mutually negotiated by the ENGINEER and the CITY.

6.6 It is understood that any resident engineering or inspection provided by ENGINEER 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. ENGINEER 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 ENGINEER's officers, principals, employees, agents, representatives, and engineers as additional insureds on contractor's insurance policies covering PROJECT, exclusive of insurance for ENGINEER 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 ENGINEER, to the extent that ENGINEER has exercised the applicable and appropriate standard of professional care, thoroughness and judgment in performing such investigations.

## **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 ENGINEER 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 ENGINEER, 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 ENGINEER which could not be reasonably anticipated or avoided.
- 7.2 Not later than the tenth (10<sup>th</sup>) day of each calendar month during the performance of the PROJECT, the ENGINEER shall submit to the CITY's Representative a copy of the current schedule and a written narrative description of the WORK accomplished by the ENGINEER and subconsultants on each task, indicating a good faith estimate of the percentage completion thereof on the last day of the previous month. Additional oral or written reports shall be prepared at the CITY's request for presentation to other governmental agencies and/or to the public.

## **SECTION 8 REUSE OF DOCUMENTS**

- 8.1 All internal WORK products of the ENGINEER 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 ENGINEER, which shall not be unreasonably withheld and will be at the CITY's sole risk. The CITY agrees to indemnify the ENGINEER 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 ENGINEER 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 ENGINEER's own negligent acts or omissions.
- 8.2 The ENGINEER 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 ENGINEER (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 ENGINEER, and ENGINEER does not grant CITY any right or license to such Intellectual Property.

## **SECTION 9      AUDIT AND ACCESS TO RECORDS**

- 9.1 The ENGINEER, 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 ENGINEER's WORK and invoices.
- 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 ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to this section provided that the ENGINEER 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 ENGINEER's written comments, if any.
- 9.4 The ENGINEER shall ensure that the foregoing paragraphs are included in each subcontract for WORK on the Project.
- 9.5 Any charges of the ENGINEER 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, ENGINEER shall secure and maintain in effect insurance to protect the CITY and the ENGINEER from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of this Agreement. ENGINEER 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 ENGINEER carries higher coverage limits than the limits stated below, such higher limits shall be shown on the Certificate of Insurance and Endorsements and ENGINEER 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, ENGINEER 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 or change the insurance without first giving the CITY thirty (30) 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 ENGINEER owns any vehicles, before this Agreement is fully executed by the parties, ENGINEER 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 One Million Dollars (\$1,000,000.00) 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 ENGINEER 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 or change the insurance without first giving the CITY thirty (30) 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, ENGINEER 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 or change the insurance without first giving the CITY thirty (30) 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. None of the policies issued pursuant to the requirements contained herein shall be canceled, allowed to expire, or changed in any manner that affects the rights of the CITY until thirty (30) days after written notice to the CITY of such intended cancellation, expiration or change.

**SECTION 11 SUBCONTRACTS**

11.1 ENGINEER shall be entitled, to the extent determined appropriate by ENGINEER, to subcontract any portion of the WORK to be performed under this Agreement.



- 11.2 Any subconsultants or subcontractors to the ENGINEER 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 ENGINEER 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 ENGINEER subcontracting with any additional persons or firms for the purpose of completing this Agreement.
- 11.4 The ENGINEER 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 ENGINEER 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 ENGINEER 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, ENGINEER and ENGINEER'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. ENGINEER 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. ENGINEER

may suspend, in writing by certified mail, all or a portion of the WORK under this Agreement if unforeseen circumstances beyond ENGINEER's control are interfering with normal progress of the WORK. ENGINEER 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 ENGINEER 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 ENGINEER, 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 ENGINEER 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 ENGINEER'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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER or its subconsultants may have accumulated or prepared in performing this Agreement, whether completed or in progress, with the ENGINEER 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 ENGINEER shall have no responsibility to prosecute further WORK thereon.
- 17.7 If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER 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 ENGINEER in PROJECT WORK or for any corporate officer of the ENGINEER to render his services to the PROJECT, the ENGINEER 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  
Attn: Randy Meloy, PE, Surface Water Engineer  
2220 East Viola Ave.  
Yakima, WA 98901

ENGINEER: Osborn Consulting, Inc. (OCI)  
Attn: Aimee Navickis-Brasch, PE, Engineering Manager  
101 S Stevens St. Suite 103  
Spokane, WA 99201

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

OSBORN CONSULTING, INC.

\_\_\_\_\_

[City Manager]

Printed Name: Robert Harrison

Title: City Manager

Date: \_\_\_\_\_

Attest \_\_\_\_\_

City Clerk



Signature

Printed Name: Laura Ruppert, PE

Title: Vice President

Date: 3/12/2021

STATE OF WASHINGTON )

) ss.

COUNTY OF YAKIMA )

I certify that I know or have satisfactory evidence that Robert Harrison 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: \_\_\_\_\_

Seal or Stamp

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Title

\_\_\_\_\_

Printed Name

My commission expires: \_\_\_\_\_



STATE OF WASHINGTON

)

) ss.

KING COUNTY

)

I certify that I know or have satisfactory evidence that Laura Ruppert 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 Vice President of Osborn Consulting to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 03/12/2021

Seal or Stamp



Alissa Grievés

(Signature)

Notary Public

Title

Alissa Grievés

Printed Name

My commission expires: 6/9/22

# EXHIBIT A

## SCOPE OF WORK

Project:	Car Wash Wastewater Management Education and Outreach Effectiveness Study
PRIME Consultant:	Osborn Consulting, Inc.
Contract No.:	

### Background

Per the 2019-2024 EWA Phase II MS4 permit, the City of Yakima has two requirements that focus on evaluating the effectiveness of their stormwater management program. These requirements include:

1. **S5.B.1.b. Education and Outreach (E&O)** - Permittees are required to measure the understanding and adoption of a targeted behavior for at least one target audience in at least one subject area. Results will be used to direct E&O resources most effectively as well as to evaluate changes in adoption of the targeted behaviors.
2. **S8.A. Monitoring and Assessment** - Permittees are required to evaluate the effectiveness of their permit required stormwater management program activities or best management practices (BMPs) and recommended future actions based on the findings.

The City of Yakima proposes to meet both requirements through one study. Specifically, evaluate the effectiveness of a new education program that informs the public about proper car washing techniques to prevent runoff from entering storm drains and discharging to receiving water bodies. Results from the study will be used to recommend improvements to the new E&O program and direct E&O resources most effectively. This study will generally include:

- Task 2. Develop Study Design – A quality assurance project plan (QAPP) will be developed which outlines the study design including the target audience, data collection and analysis methods, and reporting requirements.
- Task 3. Develop and Implement an E&O Program – An E&O program will be developed in both English and Spanish that includes a slogan, brochures, and video. The program will be implemented by distributing E&O materials through multiple medias including the mail, social media, the City website, etc.
- Task 4. Conduct Study – The study will be conducted by surveying the target audience through the same media as the E&O program. The survey will be released before and after the E&O program is launched, responses will be compared to evaluate the impact of the E&O program on the target audience.
- Task 5. Technical Advisory Group (TAG) – A TAG will be convened and managed to provide input throughout the study.
- Task 6. Report Study Findings – A summary of the findings along with recommendations for future action will be summarized for the City Annual Report, into a Fact Sheet, and in a Technical Evaluation Report.

---

## **Task 1. Project Management**

---

**Objective:** This task covers the management, administration, and coordination of the work by the Consultant as defined in this Contract including project management, preparation of monthly invoices, project schedule maintenance, and overall coordination with the City.

### **Consultant Services**

Setup and Close out the consultant contract.

Coordinate and manage the project team in the successful completion of the tasks in this scope.

Prepare and electronically submit invoices with attached status reports describing the following:

- Services completed during the billing cycle

- Services planned for next billing cycle

- Scope/Schedule/Budget issues, if applicable

- Schedule update and financial status summary

The OCI Project Manager will prepare for and participate in seven (7) 1-hour project coordination meetings with the client. Each meeting includes 2-hour of preparation time for developing meeting agendas, meeting notes, and action items.

Develop and manage a OneDrive site for sharing project documents.

Developing amendments to this contract if needed.

We have budgeted 125 hours for this task.

### **Client Responsibilities**

Use its best efforts to process payment of invoices within 30 calendar days of invoice.

Review and process contract change requests and amendments, if needed.

Review project deliverables and provide one consolidated list of review comments for Consultant within 14 calendar days.

### **Assumptions**

The project duration will be 12 months starting after the contract is executed.

Progress reports and invoices will only be prepared when the work conducted since the previous billing exceeds \$1,500.

Invoices will be the Consultant standard invoice format.

Meeting notes will be in a bulleted format and only include key decisions.

### **Deliverables**

Monthly Invoices and Status Report (emailed to client in a PDF format).

Meeting agendas and meeting notes (emailed to the client)



---

## **Task 2. Develop Study Design**

---

**Objective:** This task focuses on developing the Brief Study Description, Detailed Study Design Proposal (Proposal), and Quality Assurance Project Plan (QAPP); developing a presentation of the Proposal and Plan contents; responding to the TAG and Ecology comments; and incorporating comments into the final documents.

### **Consultant Services**

#### **Brief Study Description**

Develop a draft brief study description that includes a list of project participants and each participant's role.

Respond to TAG and Ecology comments on the draft.

Revised draft to include Ecology and TAG comments.

We have budgeted 8-hours for this work.

#### **Detailed Study Design Proposal (Proposal) Development**

Develop the content for the Proposal sections of the Eastern Washington Effectiveness Study Education BMP QAPP Template which includes: Background, Project Overview, Organization and Schedule, Experimental Design (partial), and Data Analysis (partial).

Develop a power point presentation that highlights the proposal content which will be presented to Ecology and the TAG at TAG Meeting #2.

Respond to TAG and Ecology comments on the presentation.

Revised draft Proposal to include Ecology and TAG comments if necessary.

We have budgeted 88-hours for this work.

#### **Quality Assurance Project Plan (QAPP) Development**

Develop the draft content for the QAPP sections of the Eastern Washington Effectiveness Study Education BMP QAPP Template not completed as part of the Proposal development including: Executive Summary, Data Quality Objectives, Experimental Design, Instrument Design and Development, Quality Control, Data Management Procedures, Audits, Data Verification and Usability Assessment, Data Analysis, and Reporting.

Respond to Ecology and TAG comments on the draft QAPP.

Revised draft QAPP to include Ecology and TAG comments.

For this subtask we have budgeted 166-hours.

### **Client Responsibilities**

The City is responsible for submitting all documents to Ecology.

### **Assumptions**

Ecology requires a both the Proposal and QAPP be completed and submitted to Ecology. Since the Proposal is part of the QAPP, to expedite the process only the QAPP will be submitted to

Ecology. In lieu of submitting the Proposal, OCI will present the contents of the proposal to Ecology during TAG Meeting #2 and incorporate comments from Ecology during the presentation into the draft QAPP before submitting the document to Ecology for review.

Hours for presenting the power point presentation are included in Task 6 for TAG Meeting #2.

Revisions provided by the Client and/or TAG will be consolidated in one document and limited to one iteration of changes/revisions.

OCI will provide a QC review of documents before the final version is submitted to Ecology.

## **Deliverables**

Proposal Power Point Presentation (Power Point Presentation emailed to Client)

Draft and Final Quality Assurance Project Plan (Word and PDF version emailed to Client)

Responses to TAG and Ecology Comments in a Table Format (Excel version emailed to Client)

---

## **Task 3. Develop and Implement Education and Outreach Program**

---

**Objective:** An E&O program will be developed in both English and Spanish that includes a slogan with an icon and a brochure. The program will be implemented by distributing E&O materials through multiple medias including the mail, social media, the City website, etc.

### **Consultant Services**

#### **Slogan and Icon**

Coordinate with the TAG to develop a slogan and icon (symbol) for the E&O program that could be used on stickers or other educational materials.

Respond to Ecology and TAG comments on the draft version.

Revise draft to include Ecology and TAG comments.

For this subtask we have budgeted 36-hours.

#### **Brochure**

Develop a 2-page (8-½ x 11, front and back) brochure that educates the target audience regarding potential impacts from car wash wastewater on receiving waters as well methods for avoiding, minimizing, reducing, and/or eliminating the adverse impacts of these discharges on receiving waters.

Respond to Ecology and TAG comments on the draft version.

Revise draft to include Ecology and TAG comments.

For this subtask we have budgeted 88-hours.

#### **Deploy & Redeploy E&O Program**

The E&O program will be deployed before survey results are collected and again after recommendations from the completed survey have been implemented. This is expected to include:

- Develop announcements about the E&O program that will be posted on websites and social media.

- For this work we have budgeted 30-hours.

### **Revise E&O Program**

Based on the study recommendations, the E&O program will be revised to incorporate recommendations from the study.

We have budgeted up to \$4,000 for this work.

### **Client Responsibilities**

The City is responsible for printing and distributing all hard copies of the E&O materials to the target audience.

The City is responsible for uploading electronic copies of the documents to their website and social media sites.

### **Assumptions**

All E&O materials will be developed in both English and Spanish.

Comments provided by the City and/or TAG will be consolidated in one document and revisions to deliverables will be limited to one iteration.

All updates to the City website will be made by City communications staff with materials provided by the consultant team.

Announcements will include 3 social media posts for the Pre-Survey and 3 for the Post-Survey with accompanying graphics formatted for social media platforms used by the City (Twitter, Facebook) and meeting the City's Social Media Policy guidelines. The City will coordinate posting materials through their accounts.

### **Deliverables**

Draft and Final Slogan (InDesign File PDF format emailed to Client)

Draft and Final Brochure (PDF format emailed to Client)

Public Relations (PR) package of deployment materials (social media posts, graphics, website text, and press release) in Word or .PDF format

---

### **Task 4. Conduct Study**

---

**Objective:** The study will be conducted by validating the survey in the QAPP, surveying the target audience through the same media as the E&O program. The survey will be released before and after the E&O program is launched, responses will be compared to evaluate the impact of the E&O program on the target audience.

### **Consultant Services**

#### **Survey Deployment**

Validate the survey from the QAPP through pilot testing.

Convert the validated survey questions to an electronic format using Survey Monkey (or similar free online survey tool).

Develop public relations announcements (text and graphics) for the online survey that can be posted on social media and/or the City website.

We have budgeted 82 hours for this subtask.

### **Data Analysis and Report Data**

Collect, manage, and analyze the data according to the procedures outlined in the Ecology approved QAPP. This is expected to include:

Responses to survey questions will be compiled following the data management procedures outlined in the QAPP.

Verify the results and evaluate the usability of the data following the data verification and data usability procedures defined in the QAPP.

Analyze the data according to the data analysis methods outlined in the QAPP.

Synthesize the results into tables and figures

We have budgeted 174-hours for this work.

### **Client Responsibilities**

The City is responsible for posting online announcements for the survey on their website and social media sites.

### **Assumptions**

The survey will be developed in both English and Spanish.

The survey will consist of approximately 8-10 questions which can be completed by the target audience in approximately 5 to 10-minutes.

The study location is the City of Yakima.

All deliverables will be electronic submitted to the client via email and/or a link to a project One Drive site.

Pilot testing the survey will be conducted by the Consultant, City Staff, and the TAG.

Announcements will include 3 social media posts for the Pre-Survey and 3 for the Post-Survey with accompanying graphics formatted for social media platforms used by the City (Twitter, Facebook) and meeting the City's Social Media Policy guidelines. The City will coordinate posting materials through their accounts.

Revisions provided by the City and/or TAG will be consolidated in one document and limited to one iteration of changes/revisions.

### **Deliverables**

Pilot Test Results (Word and PDF version included in the TER)

Online Pre and Post Survey Links (electronic version)

Tables/Graphics Summarizing Data Collected (Word and PDF version included in the TER)

Public Relations (PR) package of deployment materials (social media posts, graphics, website text, and press release) in Word or .PDF format

---

## **Task 5. Manage Technical Advisory Group**

---

**Objective:** Manage the TAG for four meetings and coordination on data verification and audits; developing, deploying, analyzing, and synthesizing the survey results; developing, conducting, analyzing, and synthesizing interview results; developing the final technical evaluation report; and developing the study fact sheet.

### **Consultant Services**

#### **Manage Technical Advisory Group (TAG)**

The TAG will consist primarily of permittees who have elected to be a participating entity for this study, City of Yakima Staff, and Ecology for approximately 8 members. OCI's work on this task is expected to include:

Meetings - OCI will schedule, prepare for, and manage four 2-hour presentation style meetings for the purpose of reviewing the project status and work complete and collecting comments from the TAG on the study documents.

Meeting preparation and follow-up work includes preparing four (4) power point presentations, developing a comment form (table format), and distributing electronic copies of documents to the TAG.

Following the TAG meetings in which comments are collected, OCI will address the comments into a table format, and incorporate TAG comments in the project deliverables.

For this work we have budgeted 146-hours.

TAG Audits, Data Verification, Document Review – OCI will coordinate with TAG member(s) who will serve as the lead auditor and lead data verifier. This is expected to include:

The TAG Member will conduct audits, verify the data collected/analyzed from the survey and interview, verify the standard operating procedures (SOPs) were followed, verify the coding of data from the interviews, and verify the data management and QC procedures were followed.

OCIs will develop an audit and data verification checklist, respond to TAG comments for this work, and if needed correct anomalies the TAG identified during the audit and/or data verification.

The results of the audits and data verification will be synthesized by OCI in the Technical Evaluation Report.

For this work we have budgeted 60-hours.

### **Client Responsibilities**

The City will participate in TAG meetings.

### **Assumptions**

Revisions provided by the City and/or TAG will be consolidated in one document and limited to one iteration of changes/revisions.

Hours for addressing TAG comments have been included in the specific Tasks with deliverables.

## **Deliverables**

Meeting Agendas, Power Point Presentation, and Action Items

Audit and Data Verification Forms (Excel and PDF versions; included in the QAPP)

Completed Audit and Data Verification Forms (Excel and PDF versions; included in the TER)

---

## **Task 6. Report Study Findings**

---

**Objective:** Develop a summary of the findings along with recommendations for future action which will be summarized for the City's Annual Report, into a Fact Sheet, and in a Technical Evaluation Report.

### **Consultant Services**

#### **Technical Evaluation Report (TER)**

OCI will develop a Technical Evaluation Report (TER) as defined in the QAPP. The work associated with this task is expected to include:

Develop a TER summarizing the study results and recommendations for future actions based on the findings of the study. The TER will contain the contents outlined in the study QAPP which is expected to include: a cover letter, executive summary, data summaries and analysis, discussion, conclusions, future action recommendations, and appendices.

The following content from the Ecology Approved QAPP will be used in the TER without modification: Introduction, Technology Description, and Sampling Procedures.

The appendices will include the raw data collected and results from the survey and interview.

Respond to Ecology and TAG comments on the draft QAPP.

Revised draft QAPP to address Ecology and TAG comments.

For this work we have budgeted 140-hours.

#### **Fact Sheet**

Develop a 4-page fact sheet as defined in the QAPP. The fact sheet will provide an overview of the study, results, conclusions, and recommendations.

The fact sheet will be developed in Spanish and English.

Respond to Ecology and TAG comments on the draft Fact Sheet.

Revised draft Fact Sheet to address Ecology and TAG comments.

We have budgeted 73 hours for this task.

#### **Annual Report**

Develop a write up about the stud for the City and TAG annual reports. This is expected to include an overview of the study, work complete, results, and recommendations.

Respond to TAG comments on the draft.  
Revised draft to address TAG comments.  
We have budgeted 8 hours for this task.

### **Client Responsibilities**

The City is responsible for submitting the Proposal, QAPP, TER, and Fact Sheet to Ecology.  
The City is responsible for posting the Fact Sheet on their website.

### **Assumptions**

All deliverables will be electronic submitted to the client via email and/or a link to a project One Drive site.

### **Deliverables**

Draft and Final TER (Word and PDF version emailed to the Client)  
Draft and Final Fact Sheet (Word and PDF version emailed to the Client)  
Draft and Final Annual Report Write up (Word and PDF version emailed to the Client)

## Schedule

The proposed project time is summarized in Table 1 and further detailed in Table 2.

**Table 1. Proposed Project Timeline**

<b>Task #</b>	<b>Task Title</b>	<b>Timeline</b>
1	Project Management	Entire Project
2	Develop Study Design	Mar-21 to Jun-21
3	Develop and Implement Education and Outreach Program	Mar-21 to Aug-21
4	Conduct Study	Mar-21 to Nov-21
5	Manage Technical Advisory Group	Mar-21 to Dec-21
6	Report Study Findings	Nov-21 to Mar-22



## TABLE 2 - PROPOSED PROJECT SCHEDULE

Task #	Task Description	Q1			Q2			Q3			Q4			Q5		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
<b>1</b>	<b>Project Management</b>															
	Project Setup/Closeout															
	Project Schedule Management															
	Client Meetings															
	Invoicing / Status Reporting															
<b>2</b>	<b>Design Study</b>															
	Draft & Final Brief Study Description			6/30/21												
	TAG Review			TG												
	Draft Proposal			9/30/21												
	Ecology & TAG Proposal Presentation			TG												
	Draft QAPP															
	TAG Review					TG										
	Ecology Review (ER)					ER	ER									
	Final QAPP							7/31/23								
<b>3</b>	<b>E&amp;O Program Development</b>															
	Draft & Final Slogan															
	TAG Review (TG)					TG										
	Draft & Final Brochure															
	TAG Review (TG)					TG										
	Outline Video															
	TAG Review (TG)			TG												
	Draft & Final Video															
	TAG Review (TG)					TG										
	Deploy E&O Program															
	Modify & Replot E&O Program															
<b>4</b>	<b>Conduct Effectiveness Study</b>															
	Survey Development															
	Pilot Test Survey			TG												
	Deploy Pre-Survey				12/1/23											
	Deploy Post-Survey															
	Data Analysis & Management															
	Audits & Data Verification					TG		TG		TG		TG				
	Report Data - Graphs/Figures/Tables															
<b>5</b>	<b>Manage TAG</b>															
	Assemble TAG															
	TAG Meeting 1			TG												
	TAG Meeting 2					TG										
	TAG Meeting 3							TG								
	TAG Meeting 4											TG				
<b>6</b>	<b>Report Study Findings</b>															
	Draft & Final Annual Report															
	Draft & Final Fact Sheet															Note 1
	TAG Review (TG)															TG
	Draft Technical Evaluation Report															Note 2,3
	TAG Review (TG)															TG
	Ecology Review (ER)															ER
	Final Technical Evaluation Report															ER

Red font denotes permit deadlines.

Note 1. Per SB, the fact sheet is due 90 days after completing study.

Note 2. Per SS.B.1.b permitting shall measure the understanding, adoption, and evaluate changes in targeted behavior and use results to direct F&O resources most effectively.

Note 3. Per SB, the TER is due 60 days after completing study.



## EXHIBIT B SCHEDULE OF FEES

Task #	Task Title	Fees
1	Project Management	\$18,341
2	Develop Study Design	\$29,800
3	Develop and Implement Education and Outreach Program	\$22,077
4	Conduct Study	\$27,325
5	Manage Technical Advisory Group	\$21,823
6	Report Study Findings	\$25,388
	<b>Total</b>	<b>\$144,754</b>

The estimated total contract amount to complete the professional services identified in this Scope of Services is offered on a time-and-materials basis not-to-exceed **\$144,754**. Actual costs incurred will be billed to the client based on a direct labor rate x 3.0 multiplier plus project related expenses. All expenses (includes sub-consultant fees) will be billed at cost plus a 5% markup.



**Exhibit C - Schedule of Specific Hourly Rates**

**Osborn Consulting, Inc.  
Billing Rates  
2021-2022**

Multiplier 3.00

Classification	Labor Rates	
	2021 NTE Billing Rate	2022 NTE Billing Rate
Principal	\$ 234.00	\$ 245.70
Project Manager / Senior QC	\$ 210.00	\$ 220.50
Senior Engineer	\$ 192.00	\$ 201.60
Project Engineer	\$ 151.50	\$ 159.08
Design Engineer	\$ 129.00	\$ 135.45
Engineer I	\$ 99.00	\$ 103.95
Engineering Tech	\$ 90.00	\$ 94.50
Intern Engineer	\$ 75.00	\$ 78.75
CADD Manager	\$ 153.00	\$ 160.65
Senior CADD Designer	\$ 144.00	\$ 151.20
CADD Tech	\$ 102.00	\$ 107.10
Graphic Design	\$ 144.00	\$ 151.20
Senior Project Accountant	\$ 150.00	\$ 157.50
Senior Administration	\$ 126.00	\$ 132.30
Administration	\$ 78.00	\$ 81.90

*\* Staff to be billed using their DSC with a 3.0 multiplier. The rates shown are the max fully burdened billing rates per classification.*

Reimbursables	
Item	Rate
Mileage	Current IRS Rate
Parking	At Cost
Reproductions	At Cost
Postage/Shipping	At Cost

