

AGREEMENT

BETWEEN

CITY OF YAKIMA, WASHINGTON AND GRAY & OSBORNE, 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 Gray & Osborne, Inc., Inc with its principal office at 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144, (hereinafter referred to as "ENGINEER"); said corporation being licensed and registered to do business in the State of Washington, and will provide engineering services under this Agreement for **Robertson Elementary School Safety Improvements** on behalf of the City of Yakima, Project No. **2562** 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, Michael Meskimen, P.E. 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 work**" (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 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 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 **\$54,800**. 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 (61st) 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 (10th) 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.
- 9.6.1 All records relating to ENGINEER'S services under this Agreement must be made available to the CITY, and the records relating to the WORK are City of Yakima records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to ENGINEER'S WORK under this Agreement must be retained by ENGINEER for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.

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 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 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: Mr. Bill Preston, City Engineer
Yakima, WA 98901

ENGINEER: Gray & Osborne, Inc.
1130 Rainier Ave. S., Suite 300
Seattle, WA 98144
Attn: Michael B. Johnson, President

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

GRAY & OSBORNE, INC.

[City Manager]

Signature

Printed Name: Bob Harrison

Printed Name: Michael B. Johnson, P.E

Title: City Manager

Title: President

Date: _____

Date: _____

Attest _____

City Clerk

STATE OF WASHINGTON)

) ss.

COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that Bob 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.

COUNTY OF YAKIMA

)

I certify that I know or have satisfactory evidence that _____ 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 _____ of _____ 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: _____

EXHIBIT A
SCOPE OF WORK
CITY OF YAKIMA
ROBERTSON ELEMENTARY SAFE ROUTES TO SCHOOL
PROFESSIONAL ENGINEERING SERVICES

INTRODUCTION

The purpose of this Contract is for Gray & Osborne, Inc. to provide engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates (PS&E) suitable for the bid, award, and construction of the City of Yakima's Robertson Elementary Safe Routes to School project. It is our understanding that the project consists of pedestrian improvements along Englewood Avenue and Powerhouse Road including: curb and gutter, sidewalks, ADA compliant ramps, crosswalks, channelization, illumination improvements, solar powered Rectangular Rapid Flashing Beacons (RRFBs), and drainage improvements.

The design will comply with the City's successful Safe Routes to Schools application and will include:

Sidewalk and Curb Ramps

- Approximately 1,700 feet of sidewalks. Improvements will be located along the southerly side of Englewood Avenue, and along the southerly side Powerhouse Road from Englewood Avenue to Robertson Elementary. The improvements will shift to the north side of Powerhouse Road from the pedestrian crossing of Powerhouse Road located to the south of Robertson Elementary, to North 26th Avenue.
- Connection to the existing sidewalks at Robertson Elementary School, with connections to gates within existing fencing.
- ADA compliant curb ramps. It is anticipated that up to 8 curb ramps will be required for the project.

Illumination

- It is anticipated that up to two additional street lights will be added to illuminate pedestrian crossings. It is assumed that these lights will be added to existing power poles and will not require a separate illumination system.

Rectangular Rapid Flashing Beacons (RRFB)

- Two solar powered RRFBs will be installed to serve the pedestrian crossing between the Robertson Elementary Powerhouse Road parking lot and North 26th Avenue.

Crosswalks, Channelization and Signage

- Lane lines will be replaced on Powerhouse Road and Englewood Avenue adjacent to the sidewalk.

The engineering and related services contemplated for this project will generally include topographic survey and mapping, identifying right-of-way, developing conceptual drawings, coordinating with funding and regulatory agencies, environmental review, and developing detailed project cost estimates. After the concept has been reviewed by the City, development of final PS&E products and bid/construction documents will be completed. Our scope of work is more fully detailed below.

Task 1 – Project Management

Objective: Provide overall project management of Gray & Osborne resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact. Services include:

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.
3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Preparation of monthly invoices.
5. Manage and oversee the schedule of deliverables.
6. Provide project coordination with utility companies known to provide service in the area, as well as the City Engineer.
7. Attend coordination, progress, and presentation meetings with the City as required. For purposes of this agreement, it is assumed that no more than 3 meetings will be required.

Task 2 – Survey and Mapping

Objective: Establish vertical and horizontal control and acquire pertinent topographical features suitable to support the design and mapping of project corridor. Work shall also identify existing right-of-way lines within project limits and all intersecting public rights-of-way (streets and alleys). It will also include property lines. Property lines will be shown at their approximate locations based on existing publicly available information. Services include:

1. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (County and City) this work includes researching and identifying property owners (of record at county assessor's office) and addresses of property.
2. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"=5' vertical. Datum will be per City of Yakima standards/requirements. Coordinate survey work with City of Yakima. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within project area.
3. Perform topographical survey of project corridor to include profiling of adjacent driveways where impacted. Acquire topographical data (including utility paint marks provided through the one-call utility locate service) within right-of-way and approximately 10 feet beyond right-of-way (assuming it is not fenced in and/or property owners refuse access) for mapping and design purposes. Incorporate pertinent topographical information at all street intersection "legs." Topographical data shall include establishing surface grades, pavement edges, utilities (visually obvious and/or painted surfaces during site survey), utility structures, hydrants, valves, fences, major trees and significant landscaping, walkways, major grade breaks, and any other pertinent physical features, found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.
4. Map survey data and show pertinent topographical features and existing right-of-way within project limits.

Task 3 – Project Funding and Regulatory Agencies Coordination

Objective: Assist the City with coordinating the project with Washington State Department of Transportation, and other regulatory (environmental) and/or funding agencies so as to adhere to agency requirements. Services include:

1. Assist the City with processing paperwork and adhering to requirements regarding the use and expenditure of any grant funds.

Task 4 – Environmental Permitting and Cultural Investigation

Objective: Comply with environmental requirements (SEPA) and acquire the various environmental approvals, permits, and environmental clearances necessary to allow construction of the project. Services include:

1. It is assumed that this project will be considered categorically exempt from SEPA and that no additional SEPA documents are needed for the project.
2. Prepare and submit Ecology Construction Stormwater Erosivity Waiver as necessary.
3. Prepare an Area of Potential Effects memorandum, for submission to WSDOT.
4. Complete consultation with DAHP and affected tribes as required by Washington State Executive Order 21-02.
5. If it is determined necessary by WSDOT, Gray & Osborne, Inc, shall provide a cultural resource survey via its subconsultant, RLR Archaeology and Cultural Resources. These services shall include:
 - a. Identify any cultural resources which may be adversely affected by the project.
 - b. Conduct the cultural resource survey in accordance with Washington State Law.
 - c. Provide background research, field investigation of project area, and research to identify potential traditional cultural properties.
 - d. Provide summary of findings in a cultural resources project report.

Task 5 – Utility Data Acquisition/Hydraulic Analysis (Storm)

Objective: Acquire record drawings and map information from utility companies known to provide service in the project corridor. Obtain utility field locates from the One-Call Utility Locate Center. Conduct a stormwater analysis of the tributary area (roadway and sidewalk), and size and locate storm water collection for this project. Services include:

1. Provide written requests for all utility companies known to provide utility service in the project area.
2. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.

3. Conduct calculations based on the WSDOT Highway Runoff Manual and review of survey data acquired for this project, contour maps, and surface water comprehensive maps and plans. This analysis shall be used to develop hydraulic data to determine catch basin spacing, pipe size and slope recommendations for storm water collection within the project area.
4. This task assumes that no treatment will be necessary.
5. Coordinate the relocation of power pole(s), as necessary for the project at the intersection of Powerhouse Road and Englewood Avenue.

Task 6 – Preliminary Design (30%)

Objective: Use information generated in Tasks 1 through 6 to develop a preliminary design for the proposed improvements for the City’s evaluation, review, and comment. Services include:

1. Develop a strip map of the project corridor to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features to include pavement, concrete curb and gutter, curb ramp replacement, medians, storm drainage, illumination, and new sidewalks.
2. Develop a detailed cost estimate of the preliminary design for City review and comment. Break the work into separate schedules if required for funding purposes.
3. Perform QA/QC reviews.

Task 7– Semifinal Design Document Preparation (60%)

Objective: Develop design/bid/construction documents to the 60 percent level based on preliminary design documents (60 percent complete). Services include:

1. Prepare and submit project specifications (two copies) to include proposal, contract, and bonding forms. This work assumes project specifications (including Special Provisions) will be based on the latest edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and amendments thereto. The City shall be responsible for reviewing and approving the documents.
2. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for City review.

3. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable City design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the City will provide direction or request the Consultant's recommendation.
4. Existing illumination will be evaluated using AGi32 software to meet WSDOT design manual standards. It is anticipated that up to 2 additional street lights will be added to illuminate pedestrian crossings. It is assumed that these lights will be added to existing power poles and will not require a separate illumination system.
 - a. City will provide information concerning the existing illumination light fixture types for modeling purposes.
 - b. City will determine if the additional lighting can be added to an existing City illumination system, or if it will be coordinated with Pacific Power street lighting.
 - c. Gray & Osborne will coordinate with the selected lighting entity to provide location(s) of additional street lights.

Task 8 – Public Outreach

Objective: The Engineer will attend one public meeting. Following the completion of the semifinal design, Gray & Osborne will present a brief summary of the overall project design. The presentation will include the associated cost estimate, and will also include discussion about anticipated construction schedule and significant impacts to the public.

1. The City shall make arrangements for a suitable location for and open house public meeting. For the purposes of this project, it is assumed the meeting will be held at Robertson Elementary, or another nearby facility.
2. The City shall provide public notice for the meeting as the City deems necessary.
3. Gray & Osborne shall provide exhibits, consisting of strip maps, poster boards, and handouts in both English and Spanish for the open house. Gray & Osborne personnel shall be present for the duration of the open house meeting.
4. If determined necessary by the City of Yakima, Gray & Osborne shall arrange for a virtual open house using Zoom, or another city-provided online platform. The virtual open house may be conducted concurrently with the in-person open house, or separately.

Task 9– Final Design Document Preparation (PS&E)

Objective: Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project. Services include:

1. Send final plans and specifications to City, and WSDOT for approval to advertise.
2. Prepare and submit final project plans to City to include incorporation of all previous applicable and relevant City comments. Revise contract documents to incorporate final City comments (as applicable).
3. Prepare and submit final project specifications to include contract, proposal, bonds, and insurance requirements, per City review and direction. Incorporate revisions or all previous applicable and relevant City comments. Prepare final and detailed engineer's construction cost estimate.

Task 10– Quality Assurance/Quality Control

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below. Services include:

1. Conduct QA/QC meetings by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. City will be invited to participate. Prepare QA/QC Memorandum at each QA/QC interval (30 percent, 60 percent, 90 percent) regarding QA/QC comments, attendees, location, and date.

Task 11- Bid and Award Services

Objective: Assist City in bidding and award services. Services include:

1. Prepare bid advertisement(s) for publication for City review and use.
2. Upon City authorization and direction, prepare and transmit both electronic and hard copies of bid documents to City. This scope does not include bid advertisement and distribution of bid documents to potential bidders. These services will be the responsibility of the City.
3. Assist the City to answer bid inquiries, and prepare addenda for distribution to bidders as necessary, in electronic format (PDF).

Deliverables

1. Electronic file of all plans and specifications and addenda (as may be applicable) to the City.
2. Hard copy of plans (four copies, two full size and two half size) and specifications (four copies) and cost estimates to include any addenda (as may be applicable) to City. Up to three hard copies to WSDOT or as required.

Assumptions

1. Gray & Osborne shall notify abutting property owners within the project corridor and alert them of our survey work approximately 2-days prior to commencing survey on site.
2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be acquired or mapped. Gray & Osborne assumes survey can be performed on a continuous basis and not piecemealed due to multiple site visits caused by property owners preventing access. The City may, at its discretion, provide notification to abutting property owners regarding site survey access.
3. The development and/or recording of a "Record of Survey" is not required or included in this scope of work.
4. No right-of-way acquisition, to include title reports, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations or conveyance documents are included in this scope of work. If required, this work shall be included as a contract supplement at a later time.
5. The City Engineering Department will provide a template for a TCE, if it is necessary for the project.
6. The City will be responsible for any compensation necessary as part of TCE's.
7. It is anticipated that TCE's may be required for up to 8 properties.
8. The City shall be responsible for publishing costs of notices or permit fees required for the above items.

Construction Management Services

Gray & Osborne, Inc. shall provide construction management services as may be further desired by the City of Yakima at the City's option. If the City elects to exercise this option, Gray & Osborne, Inc. shall prepare a scope and fee for this additional work for the City's review and approval. Since the extent of this work cannot be reasonably determined at this time, it will be prepared at the completion of the design phase as a contract supplement. Gray & Osborne, Inc. will also be entitled to subcontract work, for example material testing services, to a qualified firm as further approved by the City.

EXHIBIT B

CONSULTANT FEE DETERMINATION - SUMMARY SHEET (COST PLUS FIXED FEE)

Project: City of Yakima - Robertson Elementary Safe Routes to School Project

Direct Salary Cost (DSC):

Discipline Required	Estimated Hours	Estimated Rate			Estimated Amount
Principal-in-Charge	2	\$40	to	\$61	\$116
Project Manager	70	\$36	to	\$61	\$3,360
Project Engineer	150	\$36	to	\$45	\$5,550
AutoCAD/GIS Technician/Engineering Intern	112	\$15	to	\$40	\$3,584
Professional Land Surveyor (PLS)	30	\$35	to	\$46	\$1,140
Field Survey Crew (2 Person)	36	\$51	to	\$68	\$1,980

Total DSC: \$ 15,730

Overhead (OH Cost - including Salary Additives)

OH Rate @ 190.15% x DSC \$ 29,911

Fixed Fee (FF)

FF Rate @ 26.75% x Total DSC \$ 4,208

Reimbursables

Mileage (@ \$0.56 per mile) \$ 229

Subconsultant Cost:

RLR Archaeology and Cultural Resources \$ 4,722

TOTAL: \$ 54,800

Prepared by: Michael Meskimen, P.E.

Date: December 1, 2021

EXHIBIT C
Consultant Fee Determination – Summary Sheet
(Specific Rates of Pay)
Fee Schedule

Discipline or Job Title	Hourly Rate
AutoCAD/GIS Tech./Engineering Intern	\$15-\$40
Electrical Engineer	\$36-\$57
Structural Engineer	\$33-\$51
Environmental Tech./Specialist	\$25-\$42
Engineer-In-Training	\$25-40
Civil Engineer	\$28-\$41
Project Engineer	\$36-\$45
Project Manager	\$36-\$61
Principal-in-Charge	\$40-\$61
Resident Engineer	\$37-\$51
Field Inspector	\$25-\$44
Field Survey Crew (2 Person)	\$51-\$68
Field Survey Crew (3 Person)	\$80-\$93
Professional Land Surveyor	\$35-\$46

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.56 per mile or the current maximum IRS rate without receipt IRS Section 162(a).



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

March 18, 2021

Gray & Osborne, Inc.
1130 Rainier Avenue S. #300
Seattle, WA 98144

Subject: Acceptance FYE 2019 ICR – Risk Assessment Review

Dear Melissa Drysdale:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2019 ICR of 190.15%. This rate will be applicable to Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Contract Services Manager

EKJ:ah