

**Subject:** Resolution #789 -Contract with JWM&A for TIB Consultant Services for the City of Ruston N. Highland Street and N. Shirley Street, from 52nd Street to Park Avenue Pavement Overlay Project

**Dept. Origin:** Transportation/Planning  
**Prepared by:** Jennifer Robertson, City Attorney's Office  
**For Agenda of:** May 21, 2024  
**Exhibits:** Resolution #789 with Attachments

**Proposed Council Action:**

Adopt Resolution #789.

	Initial & Date
<b>Concurred by Mayor:</b>	_____
<b>Approved by City Planner:</b>	_____
<b>Approved as to form by City Atty:</b>	<b><u>JSR/5-10-24</u></b>
<b>Approved by Finance Director:</b>	_____
<b>Approved by Department Head:</b>	_____

**INFORMATION / BACKGROUND**

The City has a grant from TIB for the City of Ruston N. Highland Street and N. Shirley Street, from 52nd Street to Park Avenue Pavement Overlay Project ("Project"). There will be civil engineering work needed to complete this Project and the City's on-call engineer Jerome W. Morrissette & Associates, Inc. P.S. "JWM&A" is available to do the work. The Consultant Agreement is on the form required by TIB and meets their standards.

**FISCAL CONSIDERATION**

This Agreement will require the City to pay JWM&A at the hourly rates in the agreement for the work.

**RECOMMENDATION / MOTION**

Approve Resolution #789.

MOTION: I move to approve Resolution #789 authorizing the Mayor to execute a Consultant Agreement for a Transportation Improvement Board project with JWM&A for civil engineering services for the City of Ruston N. Highland Street, and N. Shirley Street from 52<sup>nd</sup> Street to Park Avenue Pavement Overlay Project.

**RESOLUTION NO. 789**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE CONSULTANT AGREEMENT FOR A TRANSPORTATION IMPROVEMENT BOARD (TIB) PROJECT WITH JWM&A FOR CIVIL ENGINEERING SERVICES FOR THE CITY OF RUSTON N. HIGHLAND STREET, AND N. SHIRLEY STREET FROM 52<sup>ND</sup> STREET TO PARK AVENUE PAVEMENT OVERLAY PROJECT.**

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**WHEREAS**, the City has a grant from TIB for the City of Ruston N. Highland Street and N. Shirley Street, from 52nd Street to Park Avenue Pavement Overlay Project (“Project”); and

**WHEREAS**, there will be civil engineering work needed to complete this Project and the City’s on-call engineer Jerome W. Morrissette & Associates, Inc. P.S. “JWM&A” is available to do the work; and

**WHEREAS**, the City Council finds it in the public interest to authorize the Mayor to execute the proposed TIB Consultant Agreement for the Project in substantially the form that is attached to this Resolution as Exhibit “1”;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RUSTON, WASHINGTON, DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Agreement Authorized.** The Mayor is hereby authorized to execute the TIB Consultant Agreement for the City of Ruston N. Highland Street and N. Shirley Street, from 52nd Street to Park Avenue Pavement Overlay Project between the City of Ruston and JWM&A in substantially the form attached to this Resolution as Exhibit “1” provided that JWM&A has first accepted and executed the Agreement.

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**RESOLVED** this 21<sup>st</sup> day of May, 2024.

**APPROVED:**

\_\_\_\_\_  
Bruce Hopkins, Mayor

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
Laurie Cassell, City Clerk

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_  
RESOLUTION NO.: 789

# **EXHIBIT “1”**

**TIB Consultant Agreement with JWM&A for  
the City of Ruston N. Highland Street and  
N. Shirley Street, from 52nd Street to Park Avenue  
Pavement Overlay Project**





Transportation Improvement Board (TIB)  
**Consultant Agreement**

TIB PROJECT NUMBER <b>2-P-135(005)-1</b>	PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION: <b>City of Ruston N. Highland St. and N. Shirley St. from 52<sup>nd</sup> St. to Park Ave. Pavement Overlay Project</b> (supplemental agreement amending the consultant services contract between the City of Ruston and JWM&A dated March 15, 2022 as described by Part A of Section II of that contract)	
CONSULTANT NAME & ADDRESS <b>Jerome W. Morrissette &amp; Associates, Inc. P.S.</b>	
<b>AGREEMENT TYPE</b> (check one)	
<input type="checkbox"/> LUMP SUM \$ _____ <input type="checkbox"/> COST PLUS FIXED FEE OVERHEAD COST METHOD OVERHEAD PROGRESS PAYMENT RATE _____ % <div style="margin-left: 150px;"> <input type="checkbox"/> Actual Cost  <input type="checkbox"/> Actual Cost Not To Exceed _____ %  <input type="checkbox"/> Fixed Rate _____ %         </div> <input type="checkbox"/> COST PER UNIT WORK	
<input checked="" type="checkbox"/> SPECIFIC RATES OF PAY <input type="checkbox"/> COST PER UNIT WORK	
<input checked="" type="checkbox"/> Negotiated Hourly Rate ( <b>See Exhibit D-2</b> ) <input type="checkbox"/> Provisional Hourly Rate	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
COMPLETION DATE <b>December 31, 2024 (Phase 1 - Design)</b> <b>December 31, 2025 (Phase 2 – Const.)</b>	MAXIMUM AMOUNT PAYABLE <b>\$57,040.00 (Ph 1- Design)</b> <b>\$28,520.00 (Ph 2 – Const.)</b>

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2024**, between the City of **Ruston**, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

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

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

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

**I  
GENERAL DESCRIPTION OF WORK**

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

**II  
SCOPE OF WORK**

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





**III  
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

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

**IV  
TIME FOR BEGINNING AND COMPLETION**

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

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

**V  
PAYMENT**

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

**VI  
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

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

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

**VII  
EMPLOYMENT**

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

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

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

**VIII  
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in





Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

## IX TERMINATION OF AGREEMENT

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

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

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTs failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

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

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT





for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X  
CHANGES OF WORK**

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

**XI  
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII  
VENUE, APPLICABLE LAW AND  
PERSONAL JURISDICTION**

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

**XIII  
LEGAL RELATIONS AND INSURANCE**

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

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

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

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

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

**Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

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

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

**XIV  
EXTRA WORK**

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



- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV  
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII  
COMPLETE AGREEMENT**

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

**XIX  
EXECUTION AND ACCEPTANCE**

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

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

By

\_\_\_\_\_  
Steve Willie, Principal Engineer

Consultant Jerome w. Morrissette & Associates, Inc.

By

\_\_\_\_\_  
The Honorable Bruce Hopkins, Mayor

City of Ruston, Washington





### EXHIBIT A-1 Certification of Consultant

Project No. <b>2-P-135(005)-1</b>	City: <b>Ruston, Washington</b>
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I hereby certify that I am Steve Willie, duly authorized representative of the firm of

Jerome W. Morrisette & Associates, Inc. whose address is

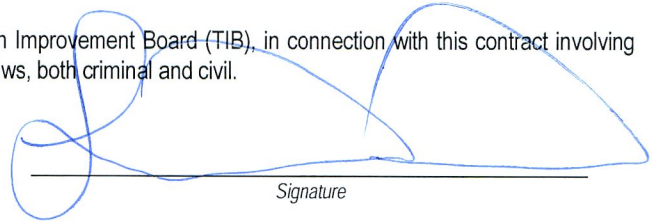
1700 Cooper Point Road, Olympia, WA 98502-1110, and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

APRIL 3, 2024  
Date

  
Signature

### Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Ruston, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



## EXHIBIT B-1 Scope of Work

Project No. **2-P-135(005)-1**

Describe the Scope of Work

Refer to the attached Exhibit B-1 at the end of this TIB consultant agreement.

Documents to be Furnished by the Consultant

Refer to the attached Exhibit B-1 at the end of this TIB consultant agreement.



**EXHIBIT B-2**  
**Scope of Work**  

---

**(Task Order Agreement)**

Each item of work under this AGREEMENT will be provided by task assignment. Each assignment will be individually negotiated with the CONSULTANT. The amount established for each assignment will be the maximum amount payable for that assignment unless modified in writing by the AGENCY. The AGENCY is not obligated to assign any specific number of tasks to the CONSULTANT, and the AGENCY'S and CONSULTANT'S obligations hereunder are limited to tasks assigned in writing. Task assignments may include, but are not limited to, the following types of work:

- A.
- B.
- C.
- D.
- E.
- F.
- G.
- H.
- I.

Task assignments made by the AGENCY shall be issued in writing using a Formal Task Assignment Document. The following page, showing a Formal Task Assignment Document, may be copied and completed for each Task Assignment.

An assignment shall become effective when a formal Task Assignment Document is signed by the CONSULTANT and the AGENCY, except that emergency actions requiring a 24 hour or less response can be handled by an oral authorization. Such oral authorization shall be followed up with a Formal Task Assignment Document within four working days, and any billing rates agreed to orally (for individuals, subconsultants, or organizations whose rates were not previously established in the AGREEMENT) shall be provisional and subject to final negotiation and acceptance by the AGENCY.





## FORMAL TASK ASSIGNMENT DOCUMENT

Task Number \_\_\_\_\_

\_\_\_\_\_ The general provisions and clauses of Agreement \_\_\_\_\_ shall be in full force and effect for the Task Assignment.

Project Title	
Location of Project	
Maximum Amount Payable Per Task Assignment	
Completion Date	
Description of Work <i>(Note attachments and give brief description)</i>	
Agency Project Manager Signature	Date
Oral Authorization Date _____	See Letter Dated
Consultant Signature	Date
Agency Approving Authority	Date



**EXHIBIT C-1**  
**Payment**  
**(Lump Sum)**

**A. ~~Lump Sum Agreement~~**

~~Payment for all consulting services for this project shall be on the basis of a lump sum amount as shown in the heading of this AGREEMENT.~~

~~The maximum amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.~~

**B. ~~Monthly Progress Payments~~**

~~Partial payments may be made upon request of the CONSULTANT to cover the percentage of work completed and are not to be more frequent than one (1) per month.~~

**C. ~~Final Payment~~**

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

**D. ~~Inspection of Cost Records~~**

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

**EXHIBIT C-2**  
**Payment**  
**(Cost Plus Fixed Fee)**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

**A. Actual Costs**

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

**1. Direct Salary Costs**

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

**2. Overhead Costs**

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

**3. Direct Nonsalary Cost**

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

**4. Fixed Fee**

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.





Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

**5. Maximum Total Amount Payable**

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

**B. Monthly Progress Payments**

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

**C. Final Payment**

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

**D. Inspection of Cost Records**

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



## EXHIBIT C-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

### 1. Hourly Rates

The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits D and E attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

### 2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

### 3. Maximum Amount

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. No minimum amount payable is guaranteed under this AGREEMENT. This does not include payment for extra work as stipulated in Section XIV, Extra Work.

### 4. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct expenses.

### 5. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT, and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year period begins when the CONSULTANT receives final payment.

### 6. Final Payment

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

The rates and total price of the original contract and any additions or changes thereto shall be adjusted to exclude any significant sums by which the AGENCY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or overhead rates, supplied to the AGENCY by the CONSULTANT.





## **EXHIBIT C-4 Payment**

### **(Provisional Hourly Rate)**

The CONSULTANT shall be paid by the AGENCY for completed work and services under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

#### **1. Hourly Rates**

The CONSULTANT shall be paid by the AGENCY for work done, based upon the provisional hourly rates shown in Exhibits D and E attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of 19\_\_\_\_ and/or 19\_\_\_\_ cost data. The provisional rates listed shall be utilized until the results of the audit are known and will be retroactively adjusted to reflect actual costs. The provisional and/or audited rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

#### **2. Direct Nonsalary Costs**

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

#### **3. Maximum Amount**

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. No minimum amount payable is guaranteed under this AGREEMENT. This does not include payment for extra work as stipulated in Section XIV, Extra Work.

#### **4. Monthly Progress Payments**

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct expenses.

#### **5. Inspection of Cost Records**

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year period begins when the CONSULTANT receives final payment.

#### **6. Final Payment**

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

The rates and total price of the original contract and any additions or changes thereto shall be adjusted to exclude any significant sums by which the AGENCY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or overhead rates, supplied to the AGENCY by the CONSULTANT.



**EXHIBIT C-5**  
**Payment**  
**(Cost per Unit of Work)**

---

1. ~~When the AGENCY requests that a project be undertaken, the CONSULTANT shall prepare a fee proposal based upon a typical scope of work. Upon agreement by the AGENCY and the CONSULTANT upon a scope of work and related fee, a maximum encumbrance, inclusive of expenses, will be established, to serve as a maximum amount payable for the project. For accounting purposes, the CONSULTANT will be paid by the AGENCY for work done, based upon mutually agreed unit rates for work defined in Exhibits D and E. The listed rates shall be applicable throughout the life of this AGREEMENT. The rates are inclusive of actual salaries, overhead, profit, tools, materials, and equipment necessary or incidental for the completion of the AGREEMENT work.~~

~~Compensation for the following expenditures will be allowed when these costs are incurred directly in fulfilling the terms of this AGREEMENT:~~

2. ~~The maximum total amount payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown on page 1 of this AGREEMENT, unless a supplemental AGREEMENT has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.~~

3. ~~The CONSULTANT may submit invoices to the AGENCY not more often than once per month during the progress of the work for partial payment of completed to date. The invoices will indicate the units of work completed each day during the invoice period in addition to the previous total. Direct nonsalary costs, such as travel, reproduction, telephone, supplies, and computer costs, shall be supported by an original or a copy of the invoice or billing instrument the CONSULTANT received for payment. For example, a copy of the telephone company's itemized listing showing each call is necessary to verify the billing for long distance telephone calls. Such invoices will be checked by the AGENCY and payment will be made in full for the amount thereof as has been found to represent the value of the completed work, less the amounts previously paid.~~



**EXHIBIT D-1**  
**Consultant Fee Determination Summary Sheet**  
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by				Date	
Project					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
<b>TOTAL DSC</b>					\$
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or _____ % x \$ _____					\$
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or _____ % x \$ _____					\$
<b>REIMBURSABLES</b>					
<b>Itemized</b>					\$
<b>SUBCONSULTANT COST (See Exhibit G)</b>					\$
<b>GRAND TOTAL</b>					\$







**EXHIBIT E-1**  
**Breakdown of Overhead Cost**

(Sample Only - Actual line item and cost categories and percentage for firm should be submitted.)

<b>FRINGE BENEFITS</b>	
FICA	
Unemployment	
Medical Aid and Industrial Insurance	
Company Insurance and Medical	
Vacation, Holiday, and Sick Leave	
Commission, Bonuses/Pension Plan	
TOTAL FRINGE BENEFITS	
<b>GENERAL OVERHEAD</b>	
State B&O Taxes	
Insurance	
Administration and Time Not Assignable	
Printing, Stationery, and Supplies	
Professional Services	
Travel Not Assignable	
Telephone and Telegraph Not Assignable	
Fees, Dues, Professional Meetings	
Utilities and Maintenance	
Professional Development	
Rent	
Equipment Support	
Office Miscellaneous, Postage	
TOTAL GENERATED OVERHEAD	
GRAND TOTAL	



**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

~~———— A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.~~

**Cost Plus Fixed Fee Contracts**

~~———— A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.~~

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

~~———— A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.~~

## EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

Drafting subcontractor services and construction quality assurance materials testing.



## EXHIBIT G-2 Subconsultant Fee Determination Summary Sheet

Prepared by _____				Date _____	
Project _____					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
		*		=	
		*		=	
		*		=	
		*		=	
		*		=	
		*		=	
		*		=	
		*		=	
<b>TOTAL DSC</b>					<b>\$</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or _____ % x \$ _____					<b>\$</b>
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or _____ % x \$ _____					<b>\$</b>
<b>REIMBURSABLES</b>					
<b>Itemized</b>					<b>\$</b>
<b>GRAND TOTAL</b>					<b>\$</b>





**EXHIBIT G-3**  
**Breakdown of Subconsultant's Overhead Cost**

(Sample Only - Actual line item and cost categories and percentage for firm should be submitted.)

<b>FRINGE BENEFITS</b>	
FICA	
Unemployment	
Medical Aid and Industrial Insurance	
Company Insurance and Medical	
Vacation, Holiday, and Sick Leave	
Commission, Bonuses/Pension Plan	
TOTAL FRINGE BENEFITS	
<b>GENERAL OVERHEAD</b>	
State B&O Taxes	
Insurance	
Administration and Time Not Assignable	
Printing, Stationery, and Supplies	
Professional Services	
Travel Not Assignable	
Telephone and Telegraph Not Assignable	
Fees, Dues, Professional Meetings	
Utilities and Maintenance	
Professional Development	
Rent	
Equipment Support	
Office Miscellaneous, Postage	
TOTAL GENERATED OVERHEAD	
GRAND TOTAL	

## **EXHIBIT "B-1"**

### **SCOPE OF WORK AND DOCUMENTS TO BE FURNISHED**

CITY OF RUSTON  
Transportation Improvement Board-Funded  
TIB SCAP Project #2-P-135 (005)-1  
N. Highland St. from N. 52<sup>nd</sup> St to Park Ave., and  
N. Shirley St. from N. 52<sup>nd</sup> St to Park Ave.  
Phase 1 – Preparation of Bid documents  
Phase 2 – Construction Phase Services  
Date: January 17, 2024 (Updated March 18, 2024)

#### **A. Scope of Professional Services:**

The following tasks define the Scope of the Professional Services:

##### **Phase 1 – Preparation of Bid Documents:**

- 1.1 Data Gathering – Provide a review of existing data available through the City and previous projects.
- 1.2 Proposed Pavement Cross Sections – Provide roadway cross-sections necessary for the design of the pavement preservation.
- 1.3 50% Improvement Plans /Construction Estimate – Provide improvement plans at the 50% design stage for the Client’s review; assemble the project manual for the project including writing specifications; Provide construction cost estimates for the street improvements. Make modifications to the improvement plans as required by the Client.
- 1.4 Assist City With Public Process – Provide assistance to the City in their review of the 50% improvement plans and construction estimates identified in Task 1.3.
- 1.5 Final PS&E (Plans-Specifications-Estimate) – Provide 100% (final) improvement plans, project manual (specifications, bid forms, etc.) and opinion of construction costs (estimate) based on the scope of the improvements.
- 1.6 Project Coordination – Provide project coordination as appropriate with the Client, other public agencies, and public (as established by the Client). Provide project oversight and management, including communicating with TIB to meet grant conditions.
- 1.7 Bid Call Services – Provide bid call services including coordinating with digital plan room service; Respond to contractors’ questions;

prepare addendums (if necessary); Attend the bid opening; Make a recommendation for the project award; Prepare and send the contract award package, etc. Prepare bid documents not included elsewhere and manage bid process to recommend a contractor, if any are recommended.

- 1.8 Direct Costs – Provide for project direct costs as necessary including, but not limited to drafting services, printing/binding/postage, etc.

### **Phase 2 Construction Phase Services:**

- 2.1 Construction Phase Engineering Services – Provide construction phase engineering services and inspection services as required to obtain conformance with the requirements of the construction contract and limit unsubstantiated construction claims. Provide inspection services as needed to ensure the project meets City standards.
- 2.2 Construction Documentation – Create the project record in the field and necessary construction communications.
- 2.3 Project Coordination/Project Management – Provide project coordination and project management. Coordinate with contractors involved in the Park Avenue Improvements Project to avoid scheduling conflicts where possible. Work with City Clerk to insure all grant reimbursement requests and close-out documents are submitted correctly.
- 2.4 Direct Costs – Supplies and construction materials testing for quality assurance purposes.

### **B. Budget/Scope of Professional Services Assumptions:**

1. There are no changes being proposed to driveways, sidewalks, curbs, gutters, lighting, drainage, or street trees. Therefore, topographic survey does not appear to be required and is not included in this proposal. For the same reason, construction staking is not required and is also not included.
2. TIB will not pay for the costs of over-excavation, haul, and disposal of poor soils and failed base materials to repair existing base failures and prevent future base failures. This includes the cost of disposal of waste materials at LRI. TIB will not pay the costs for testing contaminated soils, the cost of the TPCHD permit to haul the soils, and the cost to manage the contaminated soils, including the cost to track and report the volumes of soil removed. The required professional services for this effort are included in a separate proposal attached hereto.
3. The bid documents will be prepared to include one formal bid call.



4. This project is not anticipated to result in revisions to the existing drainage patterns, except those resulting from minor adjustments to the slope of the pavement cross-section, if such slopes are adjusted.
5. The right-of-way control readily available will be sufficient for the project. Note that the budget provided does not include the services of a Professional Land Surveyor.
6. Bid documents will be provided to bidders through the BXWA.com (Builders Exchange of Washington) similar to other public works construction projects in Ruston.
7. Direct costs for items provided through the consultant will be marked up 10%.

## Exhibit "B-2a" - TASKS, MANPOWER HOURS AND BUDGET CITY OF RUSTON

**Transportation Improvement Board Funded SCAP Project #2-P-135(005)-1  
N. Highland and N. Shirley Streets from N 53st St. to Park Ave.**

**Phase 1 - Preparation of Bid Documents (TIB-funded portion)**

**Phase 2 - Construction Phase Services (TIB-funded portion)**

Phase No.	Phase	Principal Engineer	Senior Project Engineer	Sr. Engineering Technician	Engineering Technician III	Administrative Secretary	TOTALS
		\$144.00	\$144.00	\$104.00	\$78.00	\$54.00	
<b>Phase 1. Preparation of Bid Documents</b>							
1.1	Data Gathering	4	1	2	2	1	\$ 1,138.00
1.2	Cross-Sections	2	1	2	2	0	\$ 796.00
1.3	50% Plans, Specifications, and Estimates	56	20	32	25	10	\$ 16,762.00
1.4	Assist City with Public Processes	10	3	6	6	0	\$ 2,964.00
1.5	100% Plans, Specifications, and Estimates	40	10	15	10	10	\$ 10,080.00
1.6	Project Coordination	30	10	15	5	20	\$ 8,790.00
1.7	Bid Call Services	15	5	10	10	10	\$ 5,240.00
	Subtotal - Personnel Hours / Compensation	157	50	82	60	51	\$ 45,770.00
1.8	Direct Costs						
	a. Drafting Subcontractor						\$ 10,000.00
	b. Printing / Binding / Postage / Etc.						\$ 246.00
	Subtotal - Direct Costs						\$ 10,246.00
							Consultant Mark-up @ 10%
							\$ 1,024.60
							Direct Cost Subtotal
							\$ 11,270.60
							<b>SUBTOTAL PHASE 1 SERVICES</b>
							<b>\$ 57,040.60</b>
<b>Phase 2. Construction Phase Services</b>							
2.1	Construction Phase Engineering Services	30	10	5	5	0	\$ 6,670.00
2.2	Construction Documentation	40	10	5	5	8	\$ 8,542.00
2.3	Project Coordination/Management	40	0	0	0	0	\$ 5,760.00
	Subtotal - Personnel Hours / Compensation	110	20	10	10	8	\$ 20,972.00
2.4	Direct Costs						
	a. Misc. Supplies, Etc.						\$ 262.00
	b. Construction Quality Assurance Materials Tests						\$ 6,600.00
	Subtotal - Direct Costs						\$ 6,862.00
							Consultant Mark-up @ 10%
							\$ 686.20
							Direct Cost Subtotal
							\$ 7,548.20
							<b>SUBTOTAL PHASE 2 SERVICES</b>
							<b>\$ 28,520.20</b>
							<b>GRAND TOTAL</b>
							<b>\$ 85,560.80</b>



Jerome W. Morrisette & Associates Inc., P. S.

1700 Cooper Point Road SW, #B-2, Olympia, WA. 98502-1110  
(360) 352-9456 • (360) 352-9990

January 29, 2024 (updated 3/18 and 4/03)

The Honorable Bruce Hopkins, Mayor  
City of Ruston, City Council  
5219 N. Shirley Street  
Ruston, WA 98407

Sent by Email Re: Professional Services Proposal for the portion of the TIB Highland-Shirley Street Overlay Project not funded by TIB (supplemental agreement amending the consultant services contract between the City of Ruston and JWM&A dated March 15, 2022 as described by Part A of Section II of that contract).

Mayor Hopkins and the City of Ruston City Council:

We have prepared two (2) proposals for the Highland-Shirley Overlay Project for your consideration, both of which are attached hereto. The first one is in TIB format for the TIB-funded portion, and the second one is this addendum for the portion not funded by TIB. The TIB grant does not cover costs for repairing base failures on Highland and Shirley Streets. The scope of the anticipated professional services in this proposal includes the consultant costs which the TIB grant does not include.

Base failures may lead to early failure of the new pavement if not addressed at this stage. TIB has agreed to pay for limited amounts of base repairs on other TIB projects, but apparently not for this one.

Since the grant does not cover the repair of base failures, it does not pay for costs which result from the base failures, such as the costs to excavate, load, haul, and dispose of the soils causing the failures. Disallowed costs include costs for acceptance at the LRI Landfill, obtaining and testing soil samples required to obtain the TPCHD Waste Disposal Authorization (WDA), coordination and fees required to obtain the WDA, and the cost to manage the contaminated soils, including the cost to track and report the volumes of soil disposed.

### **Scope of Work and Exclusions:**

This proposal was prepared to include the following scope of work:

1. Pavement coring with traffic control to recover soil samples from under the pavement.
2. Pavement patching to repair core holes (cold mix plus compaction).
3. Soil sampling equipment and containers.



4. Soil sampling procedures to obtain and transport soil samples.
5. Lab testing and lab reporting costs.
6. Consultant report preparation (reporting lab test results for WDA purposes)
7. Completion of the TPCHD Waste Disposal Authorization + TPCHD fee.
8. LRI Disposal Fees (included in construction cost and not included here).
9. Tracking and reporting the volumes of soils disposed, including a final report for the project.

JWM&A estimates the scope of work identified above will add an estimated **\$18,159** to the consultant cost for the effort. We will seek client approval before incurring additional costs above this limit. In some cases, the direct costs are only estimates due to the difficulty of getting a responsive answer from service providers, and billings for direct costs will be based on actual costs plus the indicated markup.

In summary, these are the totals for the three categories of costs of professional services required to complete the project:

**\$ 57,040** (Phase 1 – Design services from the attached TIB consultant contract)  
**\$ 28,520** (Phase 2 – Construction services from the attached TIB consultant contract)  
**\$ 18,159** (Design and Construction services not paid by TIB, included herein)  
**\$103,719** Total JWM&A Consultant fees

The proposed costs shown above are for work beginning on the date of acceptance of this proposal. Note that some minor costs for this project have been previously incurred and billed on a T&M basis, such as the cost of TIB submittals to obtain the grant, and research required to set up the contaminated soils program.

JWM&A will submit monthly progress billings for Client remittance. Progress payments will be for the amount of compensation outstanding. If the above proposal meets with your approval, please execute two originals. Retain one set for your files, and return one set to JWM&A as your authorization to proceed with the services.

Thank you for the opportunity to submit a Professional Services Proposal. We are looking forward to the opportunity of working with you on this project.

Sincerely,

**Jerome W. Morrissette & Associates Inc., P.S.**

Steve Willie  
Principal Engineer

CLIENT APPROVAL:

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

