

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

**PROJECT TITLE:**

|  |       |                 |                        |                  |
|--|-------|-----------------|------------------------|------------------|
| Professional Services  | _____ | Briefing        | COUNCIL BILL #         | _____            |
| Agreement with MWH Americas, Inc. to Provide Engineering and Construction Management Services for the Three Lakes Valve Bypass Project | _____ | Proposed Action | Originating Department | Public Works     |
|  | _____ | Consent         | Contact Person         | Richard Hefti    |
|  | X     | Action          | Phone Number           | (425) 257-7215   |
|  | _____ | First Reading   | FOR AGENDA OF          | October 12, 2016 |
|  | _____ | Second Reading  |                        |                  |
|  | _____ | Third Reading   |                        |                  |
|  | _____ | Public Hearing  |                        |                  |

Initialed by:  
 Department Head \_\_\_\_\_  
 CAA \_\_\_\_\_  
 Council President 

|  |   |   |                                      |
|--|---|---|--------------------------------------|
| <b><u>Location</u></b>                       | <b><u>Preceding Action</u></b>                            | <b><u>Attachments</u></b>                                 | <b><u>Department(s) Approval</u></b> |
| Transmission Line 5 east of Three Lakes Road | Professional Services Agreement with HDR – June 17, 2015. | Two Professional Services Agreements signed by Consultant | Public Works                         |

|                      |             |                            |
|----------------------|-------------|----------------------------|
| Amount Budgeted      | \$1,000,000 | Fund 336                   |
| Expenditure Required | \$45,506    | Account Number(s): UP-3611 |
| Budget Remaining     | \$889,744   |                            |
| Additional Required  | -0-         |                            |

**DETAILED SUMMARY STATEMENT:**

The Three Lakes Pressure Sustaining/Reducing Valve is a critical component of the Transmission Line 5 (TL5) operation. This project will provide a bypass around the Three Lakes Valve that will allow maintenance on the existing valve structure without having to shut down TL5. This project is identified in the City's Capital Improvement Program and is scheduled for completion by December 2017.

The contract with HDR investigated the feasibility of generating electricity as part of installing a new valve. The conclusion was that generating electricity at this time is not economically feasible. This simplified the project allowing in-house staff to do the design. The bypass is being designed to allow for adding equipment to generate electricity in the future should it become economically feasible. As this new valve needs to be housed in an underground vault, City staff needs structural engineering assistance and have selected MWH Americas, Inc. off the City's approved Utility Consulting Engineer Roster.

The budget remaining is determined by deducting a previous Professional Services Contract with HDR Engineering (\$44,580), geotechnical soils evaluation contract with Aspect Engineering (\$9,170) and surveying On-call contract with Stantec (\$11,000).

**RECOMMENDATION (Exact action requested of Council):**

Authorize the Mayor to sign a Professional Services Agreement with MWH Americas, Inc. to provide Engineering and Construction Management Services for the Three Lakes Valve Bypass Project in the amount of \$45,506.

**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on this            day of           , 2016, by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and MWH Americas, Inc., whose address is 2353 130th Avenue NE, Suite 200, Bellevue, WA 98005, hereinafter referred to as the "Service Provider."

**WHEREAS**, the City desires to engage the Service Provider to provide professional civil engineering services for the City of Everett; and

**WHEREAS**, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1.     **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.

2.     **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3.     **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by March 31, 2018.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of forty five thousand five hundred six and no cents Dollars (\$45,506.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett  
Attn.: Richard Hefti, PE  
3200 Cedar St  
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** To the extent of the Service Provider's fault, breach of this Agreement, willful misconduct, or violation of law, the Service Provider hereby agrees, except as otherwise

provided in this Section 10, to defend and indemnify the City from any and all Claims arising out or relating to the performance of this Agreement by Service Provider (or by its employees, agents, representatives or subcontractors/subconsultants), whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

## 11. **Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

## 12. Independent Contractor.

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

**13. Employment.** The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**14. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**15. City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett  
Attn.: Richard Hefti, PE  
3200 Cedar St  
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

MWH Americas Inc.  
Attn: Gregory Harris, PE  
2353 130th Avenue NE, Suite 200  
Bellevue, WA 98005

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

**IN WITNESS WHEREOF**, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,  
WASHINGTON**

\_\_\_\_\_  
Ray Stephanson, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk

\_\_\_\_\_  
James D. Iles, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SERVICE PROVIDER:** Please fill in the spaces and sign in the box appropriate for your business entity.

|  |   |
|--|---|
| <b>Corporation</b>                       | <u>MWH Americas, Inc.</u><br>[Service Provider's Complete Legal Name]<br>By: <u>[Signature]</u><br>Typed/Printed Name: <u>Mark Graham</u><br>Its: <u>Washington Area Manager</u><br>Date: <u>22 Sept 2016</u> |
| <b>Partnership<br/>(general)</b>         | _____<br>[Service Provider's Complete Legal Name]<br>a Washington general partnership<br><br>By: _____<br>Typed/Printed Name: _____<br>General Partner<br>Date: _____   |
| <b>Partnership<br/>(limited)</b>         | _____<br>[Service Provider's Complete Legal Name]<br>a Washington limited partnership<br><br>By: _____<br>Typed/Printed Name: _____<br>General Partner<br>Date: _____   |
| <b>Sole<br/>Proprietorship</b>           | _____<br>Typed/Printed Name:<br><br>_____<br>Sole Proprietor:<br>Date: _____  |
| <b>Limited<br/>Liability<br/>Company</b> | _____<br>[Service Provider's Complete Legal Name]<br>a Washington limited liability company<br><br>By: _____<br>Typed/Printed Name: _____<br>Managing Member<br>Date: _____                                   |

**EXHIBIT A**  
**SCOPE OF WORK**

See Exhibit A-1.

## Exhibit A-1

### Scope of Work

#### 3 Lakes Valve Vault Structural Support and QA/QC

##### **Basis of Compensation**

MWH will conduct this Scope of Work on an hourly rate basis with monthly progress payments.

##### **Background**

The City of Everett is preparing the design for the 3 Lakes Bypass project on Everett's Transmission Line No 5. In general the City's overall project involves design of a 36" diameter bypass pipe that will connect to Transmission Line 5 just upstream and just downstream of the existing 3 Lakes Valve Vault, addition of buried isolation valves, and construction of a valve vault that will house a 36-inch pressure sustaining valve, and necessary appurtenances such as lighting, heater, fan, sump pump, access steps, etc. The City is leading the design effort and will provide certain support services via subconsultants such as Geotechnical (Aspect Consulting), Electrical and Instrumentation (Casne Engineering). The City has requested the assistance of MWH to provide structural engineering design support for a cast-in-place concrete valve vault and to provide overall QA/QC review services for the overall project.

General Assumptions affecting many tasks are provided below. Where possible assumptions are stated next to the activity they apply to although where assumptions apply to all activities in a task they are stated at the bottom of the description of that task. Exclusions provided through the scope are for the purposes of enhanced clarity and the absence of an exclusion does not imply any scope for MWH, whose scope is limited to activities specifically described in this document.

Design Consultant agrees to perform according to the sequences and duration set forth in the Design Schedule attached. Parties acknowledge that activity start and finish dates are subject to change based on the needs of the project and approval by parties.

##### **Summary of data to be provided to MWH for structural design**

The City will provide the following:

- **Geotechnical investigations** - MWH can rely on the City provided geotechnical data as well as the geotechnical analysis provided by Aspect Consulting. MWH accepts no responsibility or liability for differing site conditions to those found in the geotechnical data report or Geotechnical Report.
- **Permitting Requirements** – The City will provide permitting and permits needed.
- **Surveying and site Civil** - It is assumed that the CAD base file drawings to be provided by the City (included topographic mapping and detailed ground survey as well as site civil design) are sufficient for design.
- **Vault Layout requirements and dimensions** – It is assumed that the City will provide the required Vault layout dimensions and requirements.
- **Non-Structural Design Disciplines** – The City will provide mechanical, electrical, Instrumentation and Control, and all other design discipline work associated with the pressure sustaining valve vault design work.

## SCOPE DETAIL

### 1. PROJECT MANAGEMENT

1.1 MWH will set up the project including preparation of its project execution plan and financial system. These are for MWH internal use and will not be provided to the City.

1.2 MWH will monitor the scope, schedule and budget of its work throughout the project. MWH will provide monthly invoices. A one page monthly report with bullet points of the work completed during the month will be provided with the invoice. No other written reporting efforts are included. It is assumed that Project management will extend over a 3 month period during design.

1.3 MWH will conduct project close out activities on completion of the project.

### 2. STRUCTURAL DESIGN SERVICES

MWH will prepare the following structural design packages for review by the City:

- Production of simple early vault layout sketch based on City provided dimensions and criteria.
- 60% design
- 90% design
- Final 100% design documents

For the 60% and 90% submittals MWH will transmit electronic pdf copies of the design drawings and CSI format technical specifications. Specifications will be based on MWH standard specifications and will include the following:

- Cast-in-Place Concrete
- Concrete Forming and Accessories
- Concrete Reinforcing
- Concrete Curing
- Miscellaneous Metals
- Joints in Concrete
- Grouting

#### General assumptions for structural design

1. MWH will conduct detailed design of the valve vault as initially defined by the City. Any change to the vault dimensions after the initial layout is finalized or that increases the number of drawings compared to the drawing count provided below may require additional compensation and may affect the project schedule.
2. Assume that the City will provide detailed comments on comment log forms provided by MWH. MWH to provide responses to comments on the same comment logs.
3. MWH is not calculating any quantities or providing any Building Information Modeling (BIM) services.
4. Use City CAD standards.
5. Budget is based on an initial Vault size of 10, high x 12"wide by 10' long
6. Assume two hatches in the Vault roof. One personnel hatch and one equipment hatch.
7. Assume concrete or metal steps provided for access from hatch.
8. Assume matt foundation with no unusual geotechnical conditions (e.g. liquefaction, lateral spreading, etc).
9. Specifications - MWH standard specs will be used.

10. Geotechnical coordination: LOE includes time for providing input to the Geotechnical SOW, reviewing the Geotechnical Report, and coordinating with the Geotechnical Engineer.
11. Soil Conditions / Foundations / Geologic Hazards - LOE assumes competent soil without geologic hazards. No deep foundations required. (see assumption # 7).
12. Kick-off meeting in Everett is optional.
13. All work not identified above is specifically excluded from the Structural SOW and LOE estimate.
14. Estimate does not include engineering effort for other disciplines' (Mech., Elec. I&C, etc.) for supports and details requirements.

The table below provides MWH's drawing count for the Project.

|   |   |
|---|---|
| Structural General Notes (Special Inspections and Observations) | 2 |
| Structural Standard Details                                     | 2 |
| New Vault Plans, Sections and Details                           | 2 |

### 3. QA/QC REVIEW OF PLANS AND SPECIFICATIONS

- 3.1 MWH will provide general overall QA/QC review for the project, as requested. A total of 40 hrs is budgeted. The scope is limited to the budget available.
- 3.2 MWH will provide general QA/QC review for the overall project as requested, but does not take on responsibility for the design, other than the structural design work.

### 4. ENGINEERING SERVICES DURING BIDDING AND CONSTRUCTION

General Assumptions for Engineering Services During Construction (ESDC):

- 4.1 MWH will provide limited assistance during Bidding, to assist the City with responses to bidder questions or preparation of addenda if requested. A total of 6 hrs is budgeted for the structural engineer. The scope is limited to the budget available.
- 4.2 MWH will provide limited assistance during Construction, to assist the City with review of structural submittals, responses to RFIs, site visits, etc., if requested. A total of 20 hrs is budgeted for the structural engineer. The scope is limited to the budget available.
- 4.3 MWH will provide continued limited project management services during construction phase (as described in Task 1) for an assumed 4 month period.

**EXHIBIT B  
COMPENSATION**

**ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

| Name            | Responsibility | Rate |
|-----------------|----------------|------|
| See Exhibit B-1 |                |      |
|                 |                |      |
|                 |                |      |
|                 |                |      |
|                 |                |      |
|                 |                |      |
|                 |                |      |

**ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider \_\_\_\_\_ dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

**ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

| Task | Amount Paid upon Completion of Task |
|------|-------------------------------------|
|      |                                     |
|      |                                     |
|      |                                     |
|      |                                     |
|      |                                     |
|      |                                     |
|      |                                     |
|      |                                     |

**ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:  
 Fee for service shall be \_\_\_\_\_ percent \_\_\_\_\_ % of the base registration fees collected by the City.  
 Additional fees and/or surcharges levied by the City will be retained 100% by the City.  
 Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

**EXHIBIT C**  
**REIMBURSABLE EXPENSES**

| <b>Type of Expense</b> | <b>Maximum Per Item</b> | <b>Cumulative Maximum</b> |
|------------------------|-------------------------|---------------------------|
| Parking                |                         |                           |
| Meals                  |                         |                           |
| See Exhibit B-1        |                         |                           |
|                        |                         |                           |
|                        |                         |                           |
|                        |                         |                           |
|                        |                         |                           |

**STATE RETIREMENT SYSTEMS FORM**  
**ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM**

1. Does Service Provider have twenty-five (25) or more employees?  Yes  No  
IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.  
IF NO: ANSWER QUESTIONS 2 AND 3.
2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No
3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)?  Yes  No

**IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.**

Service Provider Name: MWH Americas, Inc.

Signature:  Printed Name: Mark Graham Title: Washington Area Manager

| PF  |                                       |              |         |         |         |         | Date:       |                  |
|---|---------------------------------------|--------------|---------|---------|---------|---------|-------------|------------------|
| Labor Category                            | Direct Salary Hourly Rates, (\$\$.CC) | Task 5       | Task 17 | Task 18 | Task 19 | Task 20 | Total Hours | Cost             |
|   |                                       | Project Mani |         |         |         |         |             |                  |
| 1 Project Manager                         | \$ 70.32                              |              |         |         |         |         | 21          | \$ 1,477         |
| 2 General QA/QC Reviewer                  | \$ 70.32                              |              |         |         |         |         | 40          | \$ 2,813         |
| 3 Structural QA/QC Reviewer               | \$ 66.78                              |              |         |         |         |         | 13          | \$ 868           |
| 4 Structural Lead Engineer                | \$ 52.23                              |              |         |         |         |         | 92          | \$ 4,805         |
| 5 CAD Designer                            | \$ 45.32                              |              |         |         |         |         | 40          | \$ 1,813         |
| 6 CAD QC Reviewer                         | \$ 53.66                              |              |         |         |         |         | 5           | \$ 268           |
| 7 Sr Project Administrator                | \$ 34.06                              |              |         |         |         |         | 14          | \$ 477           |
| 8 Project Controls                        | \$ 36.95                              |              |         |         |         |         | 10          | \$ 370           |
| 9   |                                       |              |         |         |         |         | -           | \$ -             |
| 10  |                                       |              |         |         |         |         | -           | \$ -             |
| 11  |                                       |              |         |         |         |         | -           | \$ -             |
| 12  |                                       |              |         |         |         |         | -           | \$ -             |
| 13  |                                       |              |         |         |         |         | -           | \$ -             |
| 14  |                                       |              |         |         |         |         | -           | \$ -             |
| 15  |                                       |              |         |         |         |         | -           | \$ -             |
| 16 Staff                                  |                                       |              |         |         |         |         | -           | \$ -             |
| 17 Staff                                  |                                       |              |         |         |         |         | -           | \$ -             |
| 18 Staff                                  |                                       |              |         |         |         |         | -           | \$ -             |
| 19 Staff                                  |                                       |              |         |         |         |         | -           | \$ -             |
| 20 Staff                                  |                                       |              |         |         |         |         | -           | \$ -             |
| Total Task Hours                          |                                       | 0            | 0       | 0       | 0       | 0       | 235         |                  |
| Subtotal Direct Salary Cost (DSC), \$     |                                       | 0            | 0       | 0       | 0       | 0       |             | \$ 12,891        |
| Overhead on DSC (Indirect cost) @, %      | 190.15%                               | 0            | 0       | 0       | 0       | 0       |             | \$ 24,513        |
| Total Labor Cost, \$                      |                                       | 0            | 0       | 0       | 0       | 0       |             | \$ 37,404        |
| Expenses, \$                              |                                       | Task 5       | Task 17 | Task 18 | Task 19 | Task 20 |             | Expenses         |
|   |                                       | Project Mani |         |         |         |         |             |                  |
| 1 Travel                                  |                                       |              |         |         |         |         |             | \$ 165           |
| 2 Expense                                 |                                       |              |         |         |         |         |             | \$ -             |
| 3 Expense                                 |                                       |              |         |         |         |         |             | \$ -             |
| 4 Expense                                 |                                       |              |         |         |         |         |             | \$ -             |
| 5 Expense                                 |                                       |              |         |         |         |         |             | \$ -             |
| 6 Expense                                 |                                       |              |         |         |         |         |             | \$ -             |
| 7 Expense                                 |                                       |              |         |         |         |         |             | \$ -             |
| 8 Per Labor Hr. Tech. Charge              | \$ 12.10                              | 0            | 0       | 0       | 0       | 0       |             | \$ 2,844         |
| Total Expenses, \$                        |                                       | 0            | 0       | 0       | 0       | 0       |             | \$ 3,009         |
| <b>TOTAL LABOR AND EXPENSES</b>           |                                       | 0            | 0       | 0       | 0       | 0       |             | <b>\$ 40,413</b> |
| Subconsultant Expenses, \$                |                                       | Task 5       | Task 17 | Task 18 | Task 19 | Task 20 |             | Sub Expenses     |
| 1 Subconsultant                           |                                       |              |         |         |         |         |             | \$0              |
| 2 Subconsultant                           |                                       |              |         |         |         |         |             | \$0              |
| 3 Subconsultant                           |                                       |              |         |         |         |         |             | \$0              |
| 4 Subconsultant                           |                                       |              |         |         |         |         |             | \$0              |
| 5 Subconsultant                           |                                       |              |         |         |         |         |             | \$0              |
| 6 Subconsultant                           |                                       |              |         |         |         |         |             | \$0              |
| 7 Subconsultant                           |                                       |              |         |         |         |         |             | \$0              |
| 8 Subconsultant                           |                                       |              |         |         |         |         |             | \$0              |
| <b>TOTAL SUBCONSULTANTS</b>               |                                       | 0            | 0       | 0       | 0       | 0       |             | <b>\$0</b>       |
| Subconsultant Admin Mark-up, %            | 12.00%                                | 0            | 0       | 0       | 0       | 0       |             | \$0              |
| Subtotal Cost by Task                     |                                       | 0            | 0       | 0       | 0       | 0       |             | \$ 40,413        |
| Fee/Profit (as % of Total DSC & Overhead) | 12.94%                                | 0            | 0       | 0       | 0       | 0       |             | \$ 4,840         |
| Next Year's Labor Escalation*             | 3.00%                                 | 0            | 0       | 0       | 0       | 0       |             | \$ 253           |
| TOTAL ESTIMATED COST AND FEE, \$          |                                       | Task 5       | Task 17 | Task 18 | Task 19 | Task 20 |             | Total            |
|   |                                       | Project Mani |         |         |         |         |             |                  |
|   |                                       | 0            | 0       | 0       | 0       | 0       |             | \$ 45,506        |

\* Next year's labor escalation was calculated assuming

Enter data in yellow & green shaded

|                               |                      |
|-------------------------------|----------------------|
| Overall Project Multiplier    | <input type="text"/> |
| Fee/Profit as a % of DSC Only | <input type="text"/> |





# CERTIFICATE OF LIABILITY INSURANCE

5/1/2017

DATE (MM/DD/YYYY)

9/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |                 |        |
|---|---|-----------------|--------|
| PRODUCER<br>Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | CONTACT NAME:                                     |                 |        |
|   | PHONE (A/C, No. Ext):                             | FAX (A/C, No.): |        |
| INSURED<br>1415077 STANTEC CONSULTING SERVICES INC.<br>8211 SOUTH 48TH STREET<br>PHOENIX AZ 85044             | INSURER(S) AFFORDING COVERAGE                     |                 | NAIC # |
|   | INSURER A : Zurich American Insurance Company     |                 | 16535  |
|   | INSURER B : Sentry Insurance a Mutual Company     |                 | 24988  |
|   | INSURER C : American Guarantee and Liab. Ins. Co. |                 | 26247  |
|   | INSURER D :                                       |                 |        |
|   | INSURER E :                                       |                 |        |
| INSURER F :   |   |                 |        |

**COVERAGES**      **CERTIFICATE NUMBER:** 14278863      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR    | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY)          | POLICY EXP (MM/DD/YYYY)          | LIMITS  |
|-------------|---|-----------|----------|---|----------------------------------|----------------------------------|---|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CONTRACTUAL/CROSS<br><input type="checkbox"/> XCU COVERED<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y         | N        | GLO5415704  | 5/1/2016                         | 5/1/2017                         | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B<br>B<br>B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   | Y         | N        | 90-17043-08 (AOS)<br>90-17043-09 (MA)<br>90-17043-10 (CA)       | 5/1/2016<br>5/1/2016<br>5/1/2016 | 5/1/2017<br>5/1/2017<br>5/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
| C           | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   | N         | N        | AUC918463701  | 5/1/2016                         | 5/1/2017                         | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000<br>\$ XXXXXXXX   |
| B<br>B<br>B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | 90-17043-06 (AOS)<br>90-17043-07 (HI)<br>EXCEPT FOR OH ND WA WY | 5/1/2016<br>5/1/2016             | 5/1/2017<br>5/1/2017             | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: PROJECT NAME 3 LAKES VALVE VAULT STRUCTURAL SUPPORT AND QA/QC. CITY OF EVERETT, ITS OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

14278863  
CITY OF EVERETT  
ATTN: RICHARD HEFTI  
3200 CEDAR STREET,  
EVERETT WA 98021

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: GLO5415704  
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

---

**Name of Person or Organization:**

ALL ADDITIONAL INSURED(S) OF THE NAMED INSURED AS REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS.

**Location(s) Of Covered Operations:**

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

---

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 04 13

Page 1 of 1

**POLICY NUMBER: GLO5415704**  
**NAMED INSURED: SEE ATTACHED CERTIFICATE**

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
**SCHEDULE**

---

**Name of Person or Organization:**

ALL ADDITIONAL INSUREDS OF THE NAMED INSURED AS REQUIRED IN A  
WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS

**Location And Description of Completed Operations:**

ALL LOCATIONS FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S  
ACTIVITIES ONLY.

---

(Information required to complete this Schedule, if not shown above, will be shown in  
the Declarations.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured the  
person(s) or organization(s) shown in the Schedule, but only with respect to liability for  
"bodily injury" or "property damage" caused, in whole or in part, by "your work" at the  
location designated and described in the Schedule of this endorsement performed for  
that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted  
by law; and
2. If coverage provided to the additional insured is required by a contract or agreement,  
the insurance afforded to such additional insured will not be broader than that which you  
are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is  
added to

**Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement,  
the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the  
Declarations.

**POLICY NUMBER:** 90-17043-08 (AOS) , 90-17043-09 (MA) , 90-17043-10 (CA)  
**NAMED INSURED:** SEE ATTACHED CERTIFICATE

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT  
OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form  
Garage Coverage Form  
Truckers Coverage Form

A. Section II. Liability A. Coverage 1. Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you are such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section C. Limit of Insurance or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, this insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

**CA 80 07 02 06**



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2016

DATE (MM/DD/YYYY)

9/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |                               |                                   |
|---|-------------------------------|-----------------------------------|
| PRODUCER<br>Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | CONTACT NAME:                 |                                   |
|   | PHONE (A/C, No, Ext):         | FAX (A/C, No):                    |
|   | E-MAIL ADDRESS:               |                                   |
|   | INSURER(S) AFFORDING COVERAGE | NAIC #                            |
| INSURED<br>1414100 STANTEC CONSULTING SERVICES INC.<br>8211 SOUTH 48TH STREET<br>PHOENIX AZ 85044             | INSURER A:                    |                                   |
|   | INSURER B:                    |                                   |
|   | INSURER C:                    |                                   |
|   | INSURER D:                    |                                   |
|   | INSURER E:                    | CERTAIN U/W'S AT LLOYDS OF LONDON |
|   | INSURER F:                    | (BEAZLEY)                         |

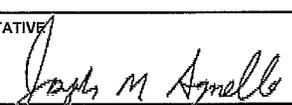
**COVERAGES**                      **CERTIFICATE NUMBER:** 14278865                      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---------------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br>OTHER: |           |          | NOT APPLICABLE      |                         |                         | EACH OCCURRENCE    \$ XXXXXXXX<br>DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ XXXXXXXX<br>MED EXP (Any one person)    \$ XXXXXXXX<br>PERSONAL & ADV INJURY    \$ XXXXXXXX<br>GENERAL AGGREGATE    \$ XXXXXXXX<br>PRODUCTS - COMP/OP AGG    \$ XXXXXXXX<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                     |           |          | NOT APPLICABLE      |                         |                         | COMBINED SINGLE LIMIT (Ea accident)    \$ XXXXXXXX<br>BODILY INJURY (Per person)    \$ XXXXXXXX<br>BODILY INJURY (Per accident)    \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident)    \$ XXXXXXXX<br>\$  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |           |          | NOT APPLICABLE      |                         |                         | EACH OCCURRENCE    \$ XXXXXXXX<br>AGGREGATE    \$ XXXXXXXX<br>\$ XXXXXXXX  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | NOT APPLICABLE      |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT    \$ XXXXXXXX<br>E.L. DISEASE - EA EMPLOYEE    \$ XXXXXXXX<br>E.L. DISEASE - POLICY LIMIT    \$ XXXXXXXX  |
| E        | PROFESSIONAL & CONTRACTOR'S   | N         | N        | QC1505150           | 8/1/2015                | 10/1/2016               | CLAIM AND AGGREGATE LIMIT \$3,000,000 INCLUSIVE OF COSTS CLAIMS MADE BASIS   |
| E        | POLLUTION LIABILITY   |           |          | NO RETROACTIVE DATE |                         |                         |  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: PROJECT NAME 3 LAKES VALVE VAULT STRUCTURAL SUPPORT AND QA/QC.

**CERTIFICATE HOLDER****CANCELLATION**

|   |  |
|---|--|
| <b>14278865</b><br>CITY OF EVERETT<br>ATTN: RICHARD HEFTI<br>3200 CEDAR STREET,<br>EVERETT WA 98021 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

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**CITY OF EVERETT - EXHIBIT B-1  
PROJECT HOURS, EXPENSES AND FEE ESTIMATE FOR 3 LAKES BYPASS (UP3611) STRUCTURAL DESIGN & CM & QA/QC**

| Labor Category                            | Direct Salary Hourly Rates (\$/CC) | HOURS FOR EACH TASK (Whole Hours Only) |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         | Total Hours | Cost |   |   |    |          |          |     |           |           |     |
|---|------------------------------------|--|--------------------------------------|-----------------|---|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-------------|------|---|---|----|----------|----------|-----|-----------|-----------|-----|
|   |                                    | Task 1<br>Project Management           | Task 2<br>Structural Design Services | Task 3<br>QA/QC | Task 4<br>Eng'ng Svcs During Bidding & Construction | Task 5 | Task 6 | Task 7 | Task 8 | Task 9 | Task 10 | Task 11 | Task 12 | Task 13 | Task 14 | Task 15 | Task 16 | Task 17 | Task 18 | Task 19 | Task 20 |             |      |   |   |    |          |          |     |           |           |     |
| 1 Project Manager                         | \$ 70.32                           | 9                                      |                                      |                 | 40  |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   | 21 | \$ 1,477 |          |     |           |           |     |
| 2 General QA/QC Reviewer                  | \$ 68.76                           |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    | 40       | \$ 2,743 |     |           |           |     |
| 3 Structural QA/QC Reviewer               | \$ 62.23                           |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    | 13       | \$ 809   |     |           |           |     |
| 4 Structural Lead Engineer                | \$ 45.32                           |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    | 92       | \$ 4,205 |     |           |           |     |
| 5 CAD Designer                            | \$ 53.66                           |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    | 40       | \$ 2,146 |     |           |           |     |
| 6 CAD QC Reviewer                         | \$ 34.06                           |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    | 5        | \$ 170   |     |           |           |     |
| 7 Sr Project Administrator                | \$ 36.95                           |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    | 14       | \$ 515   |     |           |           |     |
| 8 Project Controls                        |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    | 10       | \$ 370   |     |           |           |     |
| 9   |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 10  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 11  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 12  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 13  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 14  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 15  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 16 Staff                                  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 17 Staff                                  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 18 Staff                                  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 19 Staff                                  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 20 Staff                                  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| Total Task Hours                          |                                    | 19                                     | 126                                  | 40              | 50  | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 235 | \$ 12,891 |           |     |
| Subtotal Direct Salary Cost (DSC), \$     |                                    | 965                                    | 6,501                                | 2,813           | 2,592   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 12,891    |           |     |
| Overhead on DSC (Indirect cost) @ .%      |                                    | 1,973                                  | 12,362                               | 5,349           | 4,929   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 24,513    |           |     |
| Total Labor Cost, \$                      |                                    | 2,938                                  | 18,863                               | 8,162           | 7,521   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 37,404    |           |     |
| Expenses, \$                              |                                    | 56                                     |                                      | 110             |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     | 166       |           |     |
| 1 Travel                                  |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 2 Expense                                 |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 3 Expense                                 |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 4 Expense                                 |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 5 Expense                                 |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 6 Expense                                 |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 7 Expense                                 |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 8 Per Labor Hr. Tech. Change              |                                    | 230                                    | 1,525                                | 484             | 605   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 0         | 2,844     |     |
| TOTAL LABOR AND EXPENSES                  |                                    | 295                                    | 1,525                                | 594             | 605   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 3,089     |           |     |
| TOTAL LABOR AND EXPENSES                  |                                    | 3,143                                  | 20,388                               | 8,736           | 6,126   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 40,413    |           |     |
| Subcontractor Expenses, \$                |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           |     |
| 1 Subcontractant                          |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           | \$0 |
| 2 Subcontractant                          |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           | \$0 |
| 3 Subcontractant                          |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           | \$0 |
| 4 Subcontractant                          |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           | \$0 |
| 5 Subcontractant                          |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           | \$0 |
| 6 Subcontractant                          |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           | \$0 |
| 7 Subcontractant                          |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           | \$0 |
| 8 Subcontractant                          |                                    |  |                                      |                 |   |        |        |        |        |        |         |         |         |         |         |         |         |         |         |         |         |             |      |   |   |    |          |          |     |           |           | \$0 |
| TOTAL SUBCONTRACTANTS                     |                                    | 0                                      | 0                                    | 0               | 0   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 0         | \$0       |     |
| Subcontract Admin Markup, %               |                                    | 0                                      | 0                                    | 0               | 0   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 0         | \$0       |     |
| Subtotal Cost by Task (DSC & Overhead)    |                                    | 3,143                                  | 20,388                               | 8,736           | 6,126   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 0         | \$ 40,413 |     |
| Fee/Profit (as % of Total DSC & Overhead) |                                    | 370                                    | 2,441                                | 1,056           | 973   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 0         | \$ 4,840  |     |
| Net Fee Labor Estimation                  |                                    | 19                                     | 128                                  | 55              | 51  | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 0         | \$ 233    |     |
| TOTAL ESTIMATED COST AND FEE, \$          |                                    | 3,532                                  | 22,957                               | 9,867           | 9,150   | 0      | 0      | 0      | 0      | 0      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0           | 0    | 0 | 0 | 0  | 0        | 0        | 0   | 0         | \$ 45,506 |     |

\* Next year's labor escalation was calculated assuming 20.00% of the work would be completed next year.

Enter data in yellow & green shaded cells only. Other formula cells are locked to prevent accidental changes. There is no password protection.

Overall Project Multiplier 3.28  
 Fee/Profit as a % of DSC Only 37.55%