

City of Oak Harbor
City Council Agenda Bill

Bill No. 2. b. i.
Date: June 4, 2019
Subject: Recognize Ms. Fakkema's 4th
Grade Class from Hillcrest
Elementary for Winning Splash
Park Naming Contest

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

City Council selected the winning name for the Splash Park at the May 22, 2019 Workshop based upon the Splash Park Ad-Hoc Naming Committee's recommendation. Council will formally adopt the name via Resolution 19-19 on the consent agenda at tonight's meeting. The winning entrant, Ms. Fakkema and her 4th grade class from Hillcrest Elementary School, have been invited to be recognized at tonight's meeting.

BACKGROUND / SUMMARY INFORMATION

The City held a contest for youth in the community to submit names for the new Splash Park at Windjammer Park. Name submissions were accepted through May 2, and EnviroIssues received the name submissions and redacted the personal information from the entrants. A Splash Park Naming Ad-Hoc Committee was formed to select finalists. EnviroIssues removed the submissions that were inappropriate or disqualified because they did not meet the age restrictions, and the Committee evaluated the 37 valid entries by four scoring criteria:

Reflects Oak Harbor Heritage (20 points)

Reflects Living in Oak Harbor (20 points)

Reflects Our Local Environment (20 points)

Originality and Creativity (40 points)

The Ad-Hoc Committee met twice, first to review the entry rules and scoring criteria and receive the list of entries, and again to narrow down the list to the five ranked finalists. The Committee presented the finalists to Council at the Workshop on May 22 (see attachment 2).

The winning entrant will also be formally recognized at the Windjammer Park Grand Opening featuring the Splash Park on Saturday, June 29.

LEGAL AUTHORITY

The precedent to name individual elements of Windjammer Park was established in the Roger Brooks Waterfront Redevelopment, Branding, and Marketing Program in 2005. The name Spinnaker Lagoon is an example that came out of this report.

FISCAL IMPACT

The Parks Department will purchase a temporary banner to display at the Windjammer Park Grand Opening on June 29, and a formal sign will be created according to design criteria from the Parks budget.

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

March 27, 2019 City Council Workshop (presentation of Naming Contest)

April 16, 2019 City Council Meeting (selection of representative on Ad-Hoc Committee)

May 7, 2019 Ad-Hoc Committee Meeting

May 14, 2019 Ad-Hoc Committee Meeting

May 22, 2019 City Council Workshop (selection of winning name)

ATTACHMENTS

1. [Splash Park Name Entry from Ms. Fakkema's class with illustrations](#)
2. [Splash Park Naming top five finalists from Ad-Hoc Committee](#)

Dear Splash Park Name Committee:

Below is an entry for the Splash Park name contest entered collectively by Ms. Heather Fakkema's fourth grade class at Hillcrest Elementary. The contest was an opportunity for the class to research the history and culture of Oak Harbor and practice writing skills. The entry below is the students' work. The students brainstormed name ideas, voted on their favorite, conducted research and finally wrote entries. Some students also wanted to contribute illustrations of their favorite splash park name.

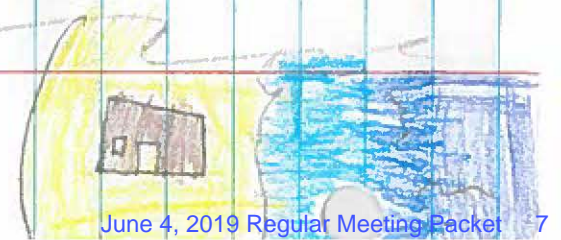
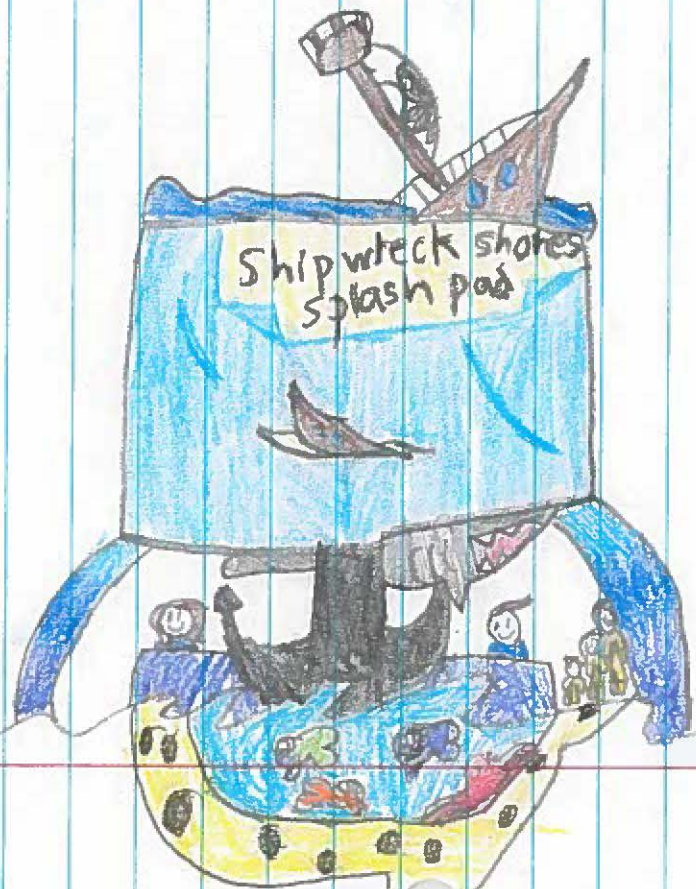
Ms. Fakkema
hhovde@ohsd.net
360-279-5239

Shipwrecked Shores Splash Pad

Shipwrecked Shores Splash Pad should be the name because boats and ships are a part of our history. We live on an island and in early days we didn't have a bridge. Instead, we had ships called the Mosquito Fleet. They carried goods and people from island to the mainland. Before that, Native Americans traveled from Whidbey Island on the water in canoes and they used canoes for fishing. Explorers came here on tall ships in the 1790s.

To this day people are still using boats. We have the yacht club and the marina, where you can see a beautiful sunset or a reflection in the water. We have hydro races in the melting hot summertime. We love the beautiful water; it is good for sailboating. Families go on boats and enjoy crabbing and fishing here. We also have a Naval base.

Finally, Oak Harbor's beaches were our playgrounds growing up. We would play and run and look for seashells. It was the best place to be. When people come to the splash park, it will be just like they are out on the shimmering water plus they'll have a gorgeous view of the waterfront. The drawings of the splash park even have a shipwreck! Shipwrecked Shores Splash Pad is the best name for the park.



A hand-drawn sign with a blue background and black text. The sign is rectangular and has a slightly irregular, hand-drawn border. The text is written in a simple, blocky font. The background is filled with a textured blue color, possibly made with crayons or markers. The sign is mounted on a white surface, and a small portion of a brown object, possibly a pencil or a piece of wood, is visible at the top right corner.

SHIP WRECK SHORE

SPLASH PAD



SHIPWRECKED

SHORES

Plan

The Funnest
place
ever



SPLASH

It's a hot
day so come
Play

like
brown

PAD

come
have fun
some

scull

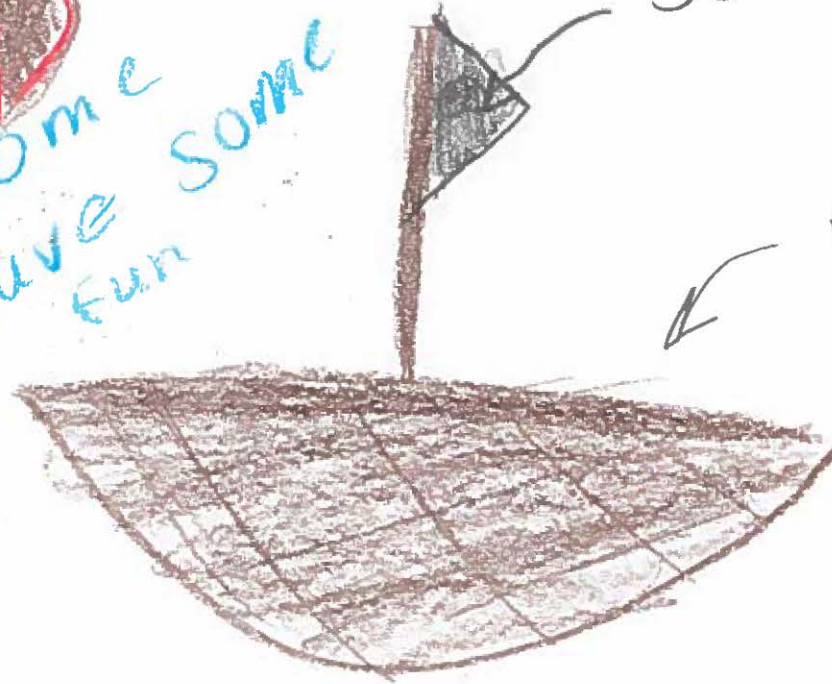
Pirate
ship

Water
shooting
out

is
its an
yes its



in pad





Oak harbor's



SHIPWRECK

SHORES

Welcome everyone

Splash - pad





****CITY COUNCIL WORKSHOP HANDOUT MAY 22, 2019****

Splash Park Naming Contest: Recommendation to City Council from Ad-Hoc Committee

The Splash Park Naming Ad-Hoc Committee unanimously agreed that the winning entry would be a modified version of the entry “Shipwrecked Shores Splash Pad”. The Committee would modify the name to **“Shipwreck Shores”**. The change will be confirmed with the entrant along with the legal copyright release documents. The 1st place entrant had a dominate margin above the 2nd – 5th places. The Committee’s reasoning for choosing this name as the winning entry:

The Committee rated it highly due to the essay quality; the submission captured the heritage of Oak Harbor and current life in town, while coming up with something original, catchy, and taking into consideration the character of the park.

| Splash Park Name | Why did you choose this name? | Age | COMMITTEE RANK |
|---|--|-----------------|-----------------------|
| Shipwrecked Shores Splash Pad <i>(change to “Shipwreck Shores”)</i> | Shipwrecked Shores Splash Pad should be the name because boats and ships are a part of our history. We live on an island and in early days we didn't have a bridge. Instead, we had ships called the Mosquito Fleet. They carried goods and people from island to the mainland. Before that, Native Americans traveled from Whidbey Island on the water in canoes and they used canoes for fishing. Explorers came here on tall ships in the 1790s. To this day people are still using boats. We have the yacht club and the marina, where you can see a beautiful sunset or a reflection in the water. We have hydro races in the melting hot summertime. We love the beautiful water; it is good for sailboating. Families go on boats and enjoy crabbing and fishing here. We also have a Naval base. Finally, Oak Harbor's beaches were our playgrounds growing up. We would play and run and look for seashells. It was the best place to be. When people come to the splash park, it will be just like they are out on the shimmering water plus they'll have a gorgeous view of the waterfront. The drawings of the splash park even have a shipwreck! Shipwrecked Shores Splash Pad is the best name for the park. | 4th Grade Class | 1 st Place |

| Splash Park Name | Why did you choose this name? | Age | COMMITTEE RANK |
|------------------|--|-----------|-----------------------|
| Cool Off Cove | Our class voted on all the ideas and narrowed it down to one entry | 3rd Grade | 2 nd Place |
| Deception Splash | because deception pass sounds like splash and I just thought it would be cool! | 7 | 3 rd Place |
| Puget Paradise | This coming summer the City of Oak Harbor will be opening a new splash park in town, which will be located at City Beach which is best known as "Windjammer" Park, and I would like the new park to be named "Puget Paradise." I believe this name will be perfect for the new attraction. "Puget," because the second entrance of the Puget Sound is at Deception Pass along a line from West Point on Whidbey Island, making the Puget Sound surrounding the island and makes it a significant part of Whidbey Island history. "Paradise" because The water park will be surrounded with green areas, trails, and the beach, making this a perfect place where families can come and enjoy a day, to relax and have fun, and what better place than a paradise to do this. Waters with peaceful noises and happy vibes are what make people feel comfortable and relaxed. So as you can see "Puget Paradise" is an extraordinary name for this form of entertainment because of the beautiful natural surroundings. Anyway what's better than a "Puget Paradise" for families to come to celebrate birthdays, family reunions, or just to spend a day with family and friends. | 9 | 4 th Place |
| Eagle's Lagoon | Oak Harbor is that place people talk about how great it is and how much wildlife comes here to live. The eagles represent opportunity to enjoy the bounty. This park is like an eagles sanctuary. That is why the name fits the splash park. Eagles soar above and we soar below! | 9 | 5 th Place |

As a reminder, Council will vote on the winning name at the Workshop on May 22 (first agenda item, has been advertised as an action item). After the workshop, staff will work with the winning entrant on the legal disclosures, etc. The name will not be official until formally adopted at the June 4 City Council Meeting.

City of Oak Harbor
City Council Agenda Bill

Bill No. 4. e.
Date: June 4, 2019
Subject: Resolution 19-19: Naming
Windjammer Splash Park
'Shipwreck Shores'

FROM: Blaine Oborn, City Administrator

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

Move to approve Resolution 19-19 naming the Windjammer Splash Park 'SHIPWRECK SHORES'.

BACKGROUND / SUMMARY INFORMATION

The winning entrant was recognized at tonight's meeting under Honors and Recognitions. The purpose of Resolution 19-19 is to formally adopt the name of the Splash Park.

LEGAL AUTHORITY

FISCAL IMPACT

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

March 27, 2019 City Council Workshop (presentation of Naming Contest)
April 16, 2019 City Council Meeting (selection of representative on Ad-Hoc Committee)
May 7, 2019 Ad-Hoc Committee Meeting
May 14, 2019 Ad-Hoc Committee Meeting
May 22, 2019 City Council Workshop (selection of winning name)

ATTACHMENTS

1. [Resolution 19-19 Naming the Windjammer Splash Park "SHIPWRECK SHORES"](#)

RESOLUTION 19-19

A RESOLUTION OF THE CITY OF OAK HARBOR NAMING THE WINDJAMMER SPLASH PARK “SHIPWRECK SHORES”

WHEREAS, City Council established a framework for naming City Parks with the adoption of Resolution 98-06 in 1998; and,

WHEREAS, the precedent to name individual elements of Windjammer Park was established in the Roger Brooks Waterfront Redevelopment, Branding, and Marketing Program in 2005; and,

WHEREAS, City Council deemed it appropriate to seek community participation in the naming of the Splash Park from Oak Harbor area youth; and,

WHEREAS, the City conducted a naming contest soliciting entries for names along with essays; and,

WHEREAS, an Ad-Hoc Committee was formed to review the contest entries and select finalists; and,

WHEREAS, the Ad-Hoc Committee and City Council agreed that the winning entrant was original, catchy, captured the heritage of Oak Harbor and current life in town, and reflected the character of the park;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oak Harbor Washington, hereby authorizes the naming of the Windjammer Splash Park as SHIPWRECK SHORES.

PASSED by the City Council and approved by its Mayor this 4th of June, 2019.

CITY OF OAK HARBOR

Robert Severns, Mayor

Attest:

Carla Brown, City Clerk

Approved as to Form:

Nikki Esparza, City Attorney

City of Oak Harbor
City Council Agenda Bill

Bill No. 8. e.
Date: June 4, 2019
Subject: Professional Service Agreement:
KBA Construction, Wastewater
Treatment Plant Construction
Services, Amendment 4

FROM: Cathy Rosen, Public Works Director

INITIALED AS APPROVED FOR SUBMITTAL TO THE COUNCIL BY:

- Bob Severns, Mayor
- Blaine Oborn, City Administrator
- Patricia Soule, Finance Director
- Nikki Esparza, City Attorney, as to form

RECOMMENDED ACTION

A motion to authorize the Mayor to sign Contract Amendment No. 4 with KBA, Inc. in the amount of \$100,000.00, increasing the total contact amount from \$4,161,700.00 to \$4,261,000.00.

BACKGROUND / SUMMARY INFORMATION

The City of Oak Harbor is completing the largest public works project in the City's history by building a new membrane bioreactor wastewater treatment plant. While the City has a strong General Contractor/Construction Management (GC/CM) team with Carollo Engineers and Hoffman Construction, KBA assisted the City with project oversight and control. The last amendment to KBA's contract was approved on August 21, 2018.

KBA provided on-site construction period services including project administration, resident engineering, neighborhood relations, quality assurance, special inspections/materials testing, supplemented normal building inspections, regulatory compliance, and cost review. KBA has also provided other GC/CM services including independent cost review, GC/CM contract negotiations, schedule review, and risk assessment. With completion of the active construction, construction related services will end but a period of contract administration will continue.

The original KBA contract and amendments provided construction management services to completion of the construction anticipated through July of 2019. When executing that last amendment, staff anticipated evaluating the need for KBA's services during project closeout. Once active construction is completed, a multitude of administrative tasks is required to fulfill normal legal and funding requirements. If staff could complete the administrative tasks then KBA's contract would have ended. Reviewing the amount of work and knowledge about the project history, staff feels KBA's services are critical to completing the project closeout.

This amendment provides the necessary contracted services through March of 2020. At the end of that timeframe, KBA's assistance on the project will end.

The attached Contract Amendment No. 4 extends KBA's scope of work and shall be paid on a time and materials basis not to exceed \$100,000.00, bringing the total contract amount to \$4,261,700.00.

LEGAL AUTHORITY

FISCAL IMPACT

Funds Required: \$100,000.00

Appropriation Source: REET 2

PREVIOUS COUNCIL / BOARD / CITIZEN INPUT

- May 5, 2015 - The City Council authorized the Mayor to sign a Profession Service Agreement with KBA, Inc. for an amount not to exceed \$295,500.00
- October 20, 2015 - The City Council authorized the Mayor to sign Amendment No. 1 to Profession Service Agreement with KBA, Inc. for an amount not to exceed \$510,000.00, increasing the total contract amount to \$805,500.00.
- May 3, 2015 - The City Council authorized the Mayor to sign Amendment No. 2 to Profession Service Agreement with KBA, Inc. in the amount of \$2,812,000.00, increasing the total contact amount from \$805,500.00 to \$3,617,500.00.
- August 21, 2018 - The City Council authorized the Mayor to sign Amendment No. 3 to Profession Service Agreement with KBA, Inc. in the amount of \$543,500.00, increasing the total contact amount from \$3,617,500.00 to \$4,161,700.00.

ATTACHMENTS

1. [Professional Services Agreement with KBA, Inc. for Construction Management Services WWTP 2015](#)
2. [Amendment 1 - Professional Services Agreement with KBA, Inc.](#)
3. [Amendment 2 - Professional Services Agreement with KBA, Inc.](#)
4. [Amendment 3 - Professional Services Agreement with KBA, Inc.](#)
5. [Amendment 4 - Professional Services Agreement with KBA, Inc.](#)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND KBA, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and KBA, Inc., a Washington Corporation (“Consultant”).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with Construction Administration services for the Clean Water Facility Project (“Project”) as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. Minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City, with no impact to service costs or proposed schedules, shall be discussed and agreed upon between the Consultant and the City. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with the Project in addition to or other than work provided for by the expressed intent of the Scope of Services, or as noted in the Scope of Services. Such work will be considered as Extra Work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on May 18, 2015 and shall terminate at midnight, December 31, 2015. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in

RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the Project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following subcontractors/subconsultants or as set forth in Exhibits A and B: GeoTest Services Inc. (Materials Testing & Special Inspection).

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All subcontractors/subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$295,500.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Brett Arvidson, PE, Project Engineer
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277-4092
360-279-4521
barvidson@oakharbor.org

Notices to the Consultant shall be sent to the following address and/or email address:

K. Adams, PE, Project Manager
KBA, Inc.
11000 Main Street
Bellevue, WA 98004
425-455-9720 x212
kadams@kbacm.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address, and/or via email communication with delivery and read receipts.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY**

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining

provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 5th day of May, 2015.

CITY OF OAK HARBOR

KBA, INC.

By Danny Paggao, Mayor Pro Tem
_____, Mayor

By [Signature] 4-27-2015
Kristen A. Betty, President

Approved as to form:

[Signature]
City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

EXHIBIT A
SCOPE OF SERVICES
Construction Administration Consultant
for
Oak Harbor Clean Water Facility
City Project No. _____

KBA, Inc., the Construction Administration Consultant (Consultant) will provide Construction Administration services to the City of Oak Harbor (Client), for the Project known as the Oak Harbor Clean Water Facility. These services will include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project, as detailed below.

Project Description: The work consists of replacing two aging wastewater treatment facilities with a new plant that meets modern standards for capacity, reliability and performance. The Client has elected to use Heavy Civil General Contractor/Construction Manager (GC/CM) methods for project delivery, and has contracted with Carollo Engineers as the Designer of Record on this project, and with Hoffman Construction as the GC/CM contractor for pre-construction services.

This Project will have an approximate 36 month construction schedule, completed in phases of work. Phase I - Preconstruction Services for Consultant is included in this Scope of Services with the intent, at the option of the Client, to negotiate and authorize subsequent phases and additional services by Supplement(s) to this Agreement at a later date.

I. CONSTRUCTION ADMINISTRATION - PRECONSTRUCTION SERVICES

A. Consultant Administration Management. Provide overall day-to-day management of the Construction Administration Consultant contract and staff, including:

- Decide on best modes and frequency of communication with Client and other contracted parties, and use them. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.
- Review monthly expenditures and Consultant Administration team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing services provided that month.

Deliverables

- Monthly invoices and progress reports

B. Preconstruction Services

1. Contribute to the development of a finalized matrix of team roles and responsibilities.
2. Project Planning and Project Oversight.
 - a. Review Plans, Permits, Contracts, and other documents to familiarize team with Project requirements and decisions made to date.
 - b. Review Project Funding and Reporting Requirements.
 - c. Review and comment on current Project Scope and Budget.
 - i. Participate in formal and informal value engineering to reduce scope and contain cost.
 - ii. Negotiate resolution of cost estimate differentials between GC/CM and Engineer.
 - iii. Contribute to development of Risk Register, Contingencies, and Risk Allocations

- d. Review and comment on current Project Schedule.
- e. Prepare a Construction Administration Plan (CA) for the Project. The CA Plan will cover at least the following:
 - i. Define Administration Requirements of the GC/CM Agreement
 - ii. Determine information Management System(s) and implement selected document control plan(s)
 - iii. Prepare Project procedures and forms
 - iv. Develop Reporting procedures and Reports

Deliverables

- Comments on current Project Scope, Budget and Schedule
- Completed CA Plan

3. GC/CM Team Procurement.

- a. Review and assist in negotiation of the Subcontracting/Buyout plan.
- b. Assist in the review and negotiation of self-performed work terms.
- c. Prepare independent estimates for elements of Self-Performed work.
- d. Review proposed Guaranteed Maximum Price (GMP) Package.

Deliverables

- Independent estimates

C. Construction Administration Services (Outfall)

Construction Phase Services – Contract Administration for Outfall

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, property owners, and utilities.
2. Provide the Client with brief monthly construction progress reports, highlighting progress and advising of issues which are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and require revised schedules when needed. Advise Client of schedule changes.
4. Progress Meetings. Participate and/or lead progress meetings with the construction contractor, including Client pre-briefing. Track outstanding issues on a weekly basis.
5. Update CA Plan as needed to reflect changes in policy and/or procedure that occur during the Project, and orient CA Team to the changes.
6. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
7. Record of Materials. Provide Record of Materials indicating anticipated material approvals, material compliance documentation, and materials testing requirements. Maintain records of material compliance documentation received and advise of any known deficiencies.
8. Manage RFI (Request for Information) process. Track and review/evaluate, or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.

9. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders. Assist with evaluating responsible funding contingencies.
10. Monthly Pay Requests. Review with the Client monthly requests for payment and/or review payment requests submitted by the construction contractor. Review with Client and construction contractor, and recommend approval, as appropriate.
11. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
12. Prevailing Wage Monitoring: Monitor Payroll Compliance. Review Statements of Intent to Pay Prevailing Wage against the Contract Document requirements. Collect, record, and check weekly certified payrolls and conduct on-site wage interviews, both at a frequency documented in the CA Plan.
13. Assist the Client in the investigation of malfunctions or failures during construction.
14. Public Information. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletters, if requested. Assist the Client in providing information to the Client's Public Outreach consultant.
15. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CA Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by the CA team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
16. Document Control. Establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency and project delivery requirements. Collect, organize, and prepare documentation on the Project.
 - a. One hard copy of files will be kept in the Project field office.
 - b. Electronic documentation will be stored in a Project Website.

Deliverables

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

D. Construction Phase Services – Field Services for Outfall

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents in a Quality Assurance role.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the Client of any non-conforming work observed during site visits.

3. Prepare daily construction reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
4. Interpret Contract Documents, in coordination with Client, GC/CM and Designer.
5. Decide questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Assist in monitoring contractor compliance with permit requirements during construction, and coordinate with Client's staff and other consultants who may be monitoring compliance in their areas of expertise.
7. Prepare field records and documents to help assure the Project is administered in accordance with funding agency and project delivery requirements.
8. Attend and actively participate in regular on-site meetings.
9. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized as detailed in the CA Plan.
10. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with the Client and those agencies.
11. Testing. Conduct or cause to be conducted, materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

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

E. Assumptions

1. Budget:
 - a. Staffing levels are anticipated in accordance with the attached budget estimate, and assumes the Resident Engineer, and Administrative Specialist will be on-site, full time from May 18, 2015 through September 25, 2015, and supplemented with QA Inspection services, Managerial and Project Cost, Schedule services, and a Change Management Specialist, as shown and as requested, in response to the work.
 - b. Consultant will work up to the authorized budget amount. If Client determines that the level of effort needs to be increased or decreased from this estimate, Client and Consultant will negotiate a supplement to this Agreement.
 - c. The budget allocations shown are itemized to aid in Project planning purposes only. The budget may be transferred between tasks or people, or between labor and expenses, or between months, provided the total contracted amount is not exceeded without prior written authorization.
2. Items and Services Client will provide:
 - a. Meeting arrangements and facilities for preconstruction meeting. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - b. Project office, including:
 - i. workstations (desk, chair, and storage) for 4 staff
 - ii. conference table and chairs

- iii. combination printer/copier/scanner machine with these capabilities: 11x17 size, color
 - iv. hi-speed data connection (minimum 2 MB/s upload/download speed)
 - v. utilities and sanitary facilities
- c. Retain Engineer of Record, to be available as needed.
 - d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.
 - g. Archaeological Services. All archaeological services are to be provided for, and administered, by Client. Consultant will not be responsible for direct or indirect results of archaeologist's observations, interpretations, understandings, or recommendations.
 - h. Permitting. All necessary project permits have been obtained by Client and/or the Designer. Consultant will be responsible for monitoring contractor's compliance with conditions set forth in said permits.
3. Scope:
- a. Should KBA's SharePoint tool be used on this Project; it is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Consultant will provide Quality Assurance observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - c. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
 - d. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation, and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
 - e. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic

substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.

- f. Review of Shop Drawings, samples, and other submittals will be for general Quality Assurance conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- g. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- h. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, and for identifying potential schedule and coordination challenges and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- i. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- j. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them, and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.
- k. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- l. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- m. Because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge, Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files.
- n. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.

II. OPTIONAL SERVICES

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



Project Name: Clean Water - Ph I (Outfall)
 Client Project No.: TBD
 KBA Project No.: BP14-046
 Contract Type: Cost Plus Net Fee
 Date Prepared: 4/24/2015
 Prepared by: K. Adams
 Salary Escalation: 4%

| Determination of Hours | Month | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 |
|------------------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Days/Mo | 20 | 22 | 22 | 21 | 21 | 22 | 19 | 22 |
| | Hr/Mo | 160 | 176 | 176 | 168 | 168 | 176 | 152 | 176 |
| | Extra Work | 12% | 12% | 12% | 12% | 12% | 11% | 10% | 4% |
| | Adj Hr/Mo | 179 | 197 | 197 | 188 | 188 | 195 | 167 | 183 |

KBA Labor Hours

PHASE I - starting May 18 through Sept 25, 2015

| Schedule | START-UP | | | | | | | | | | | |
|----------|------------------|--|--|--|--|--|--|--|--|--|-----------|-------------|
| | PHASE I SERVICES | | | | | | | | | | Ph I Ends | Ph II Start |

| Employee | Title | 2015 Rate | 2016 Rate | Total Hours | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 |
|----------------------------|--------------------------|-----------|-----------|-------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|
| K. Adams | (M3) Project Manager | \$80.00 | \$83.20 | 80 | 80 | - | 16 | 16 | 16 | 16 | 16 | - | - | - |
| Kris Betty | (M5) Principal Advisor | \$82.60 | \$85.90 | 38 | 38 | - | 6 | 8 | 8 | 8 | 8 | - | - | - |
| Dan Williams | (E6) Resident Eng | \$57.68 | \$60.00 | 752 | 752 | - | 80 | 176 | 176 | 168 | 152 | - | - | - |
| Chris Carlile | (P4) Admin Specialist | \$32.50 | \$33.80 | 752 | 752 | - | 80 | 176 | 176 | 168 | 152 | - | - | - |
| Micael Serrano | (E3) QA Inspector | \$35.00 | \$36.40 | 408 | 408 | - | - | - | 88 | 168 | 152 | - | - | - |
| Michelle Leviant | (E4) Proj Controls Spec. | \$47.80 | \$49.70 | 64 | 64 | - | - | 16 | 16 | 16 | 16 | - | - | - |
| Varies | (E6) Sched/Cost Est | \$60.00 | \$62.40 | 96 | 96 | - | - | - | 40 | 40 | 16 | - | - | - |
| Deborah Ottum | (M1) Contract Admin | \$48.00 | \$49.90 | 16 | 16 | - | 8 | 2 | 2 | 2 | 2 | - | - | - |
| Subtotal - KBA Labor Hours | | | | 2,206 | 2,206 | - | 190 | 394 | 522 | 586 | 514 | - | - | - |

Direct Expenses

| Item | Total Costs | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 |
|--|-------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|
| Vehicle for QA Inspector @ \$54.90/day | \$ 2,800 | 2,800 | - | - | - | 604 | 1,153 | 1,043 | - | - | - |
| Mileage @ IRS Mileage Rate of \$0.575/mile | \$ 2,229 | 2,229 | - | 352 | 469 | 469 | 469 | 469 | - | - | - |
| Lodging @ \$65/night | \$ 650 | 650 | - | 130 | 130 | 130 | 130 | 130 | - | - | - |
| Misc. Supplies, Equipment, Postage, Copies | \$ 774 | 774 | - | 155 | 155 | 155 | 155 | 154 | - | - | - |
| Subtotal - Direct Expenses | \$ 6,453 | 6,453 | - | 637 | 754 | 1,358 | 1,907 | 1,796 | - | - | - |

Subconsultant(s)

| Subconsultants | Total Costs | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 |
|---|-------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|
| Geotest Services, Inc. - Materials Testing (not to exceed amount) | \$ 15,000 | 15,000 | - | - | - | 5,000 | 5,000 | 5,000 | - | - | - |
| 5% mark-up on Subconsultant | \$ 750 | 750 | - | - | - | 250 | 250 | 250 | - | - | - |
| Subtotal - Subconsultant Costs | \$ 15,750 | 15,750 | - | - | - | 5,250 | 5,250 | 5,250 | - | - | - |

Combined Costs

| Employee | Title | 2015 Rate | 2016 Rate | Total DSC | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 |
|--|--------------------------|-----------|-----------|-------------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|
| K. Adams | (M3) Project Manager | \$80.00 | \$83.20 | \$ 6,400 | 6,400 | - | 1,280 | 1,280 | 1,280 | 1,280 | 1,280 | - | - | - |
| Kris Betty | (M5) Principal Advisor | \$82.60 | \$85.90 | \$ 3,139 | 3,139 | - | 496 | 661 | 661 | 661 | 661 | - | - | - |
| Dan Williams | (E6) Resident Eng | \$57.68 | \$60.00 | \$ 43,375 | 43,375 | - | 4,614 | 10,152 | 10,152 | 9,690 | 8,767 | - | - | - |
| Chris Carlile | (P4) Admin Specialist | \$32.50 | \$33.80 | \$ 24,440 | 24,440 | - | 2,600 | 5,720 | 5,720 | 5,460 | 4,940 | - | - | - |
| Micael Serrano | (E3) QA Inspector | \$35.00 | \$36.40 | \$ 14,280 | 14,280 | - | - | - | 3,080 | 5,880 | 5,320 | - | - | - |
| Michelle Leviant | (E4) Proj Controls Spec. | \$47.80 | \$49.70 | \$ 3,059 | 3,059 | - | - | 765 | 765 | 765 | 765 | - | - | - |
| Varies | (E6) Sched/Cost Est | \$60.00 | \$62.40 | \$ 5,760 | 5,760 | - | - | - | 2,400 | 2,400 | 960 | - | - | - |
| Deborah Ottum | (M1) Contract Admin | \$48.00 | \$49.90 | \$ 768 | 768 | - | 384 | 96 | 96 | 96 | 96 | - | - | - |
| Direct Salary Costs | | | | \$ 101,221 | 101,221 | - | 9,374 | 18,673 | 24,153 | 26,232 | 22,789 | - | - | - |
| Overhead @ 140.00% | | | | \$ 141,710 | 141,710 | - | 13,124 | 26,143 | 33,815 | 36,725 | 31,905 | - | - | - |
| Subtotal (DSC + OH) | | | | \$ 242,931 | 242,931 | - | 22,498 | 44,816 | 57,968 | 62,956 | 54,694 | - | - | - |
| Fee (on DSC only) @ 30.00% | | | | \$ 30,366 | 30,366 | - | 2,812 | 5,602 | 7,246 | 7,870 | 6,837 | - | - | - |
| Subtotal (DSC + OH + Fee) | | | | \$ 273,298 | 273,298 | - | 25,310 | 50,418 | 65,214 | 70,826 | 61,530 | - | - | - |
| Direct Expenses (No Mark-up) | | | | \$ 6,453 | 6,453 | - | 637 | 754 | 1,358 | 1,907 | 1,796 | - | - | - |
| Subconsultant(s) + Mark-up | | | | \$ 15,750 | 15,750 | - | - | - | 5,250 | 5,250 | 5,250 | - | - | - |
| Management Reserve - upon client approval only | | | | \$ - | - | - | - | - | - | - | - | - | - | - |
| TOTAL ESTIMATED COSTS | | | | \$ 295,500 | 295,500 | - | 25,947 | 51,172 | 71,822 | 77,983 | 68,576 | - | - | - |

*Displayed fields are rounded to the nearest dollar in Excel. Column/Row totals may be over/under by \$1 if checking whole number totals by hand.

Confidential & Proprietary

| | | |
|--|--|-----------------------------|
| Professional Services Agreement Amendment Number: 1 | Organization and Address: City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 | |
| Original Agreement Title: | Phone: (360) 279-4500 | |
| WWTP Construction Management Services | Execution Date 5/5/2015 | Completion Date 6/1/2016 |
| Project Number: Eng-15-02 (previously ENG-13-05) | New Maximum Amount Payable | |
| Project Title: City of Oak Harbor Wastewater Treatment Plant | \$805,500 | |
| Description of Work: Provide construction management services for the Clean Water Facility. | | |

The Local Agency of City of Oak Harbor desires to supplement the agreement entered into with KBA, Inc. and executed on May 5, 2015 and identified as Professional Services Agreement with KBA, Inc.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby changed to read:

See attached Scope of Work and Fee Estimate. Contract is amended to include the attached SRF Engineering Services insert.

TIME FOR BEGINNING AND COMPLETION IS AMENDED to read: Time of completion is 6/1/2016.

PAYMENT shall be amended as follows:

Amendment reflects the additional effort necessary for the Site Prep B GMP for the proposed wastewater treatment plant property. The maximum amount payable under the contract is changed from \$295,500 to \$805,500, an increase of \$510,000.

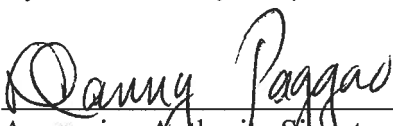
If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: Roger Smith, Principal, KBA, Inc.



Consultant Signature

By: Scott Dudley, Mayor



Approving Authority Signature

6/20/2015

Date

EXHIBIT A – SUPPLEMENT 1
SCOPE OF SERVICES
Construction Administration Consultant
for
Oak Harbor Clean Water Facility
City Project No. ENG-15-02

KBA, Inc., the Construction Administration Consultant (Consultant) will continue to provide Construction Administration services to the City of Oak Harbor (Client), for the Project known as the Oak Harbor Clean Water Facility. These services include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project.

Exhibit A – Supplement 1 – Scope of Services adds the following services: Site Prep A and Site Prep B services, observation of sheet and micro pile installations and soil stabilization with rock columns, assistance with grant funding and documentation, cost analysis and cost comparison, as well as scheduling verification.

The original Exhibit A - Scope of Services is still in effect, with the following revisions/additions:

SECTION I

1. With completion of Phase 1 - Preconstruction Services, Section I title is revised to include Phase 2 - General Services. Everything else in this section remains the same.
2. Section I.B services are complete.
3. With completion of Phase 1 - Outfall services, Section I.C and I.D titles are revised to include Phase 2 - General Services. Everything else in this section remains the same.
4. Section I.E.1.a is revised to include the following:
 - o Staffing levels for Phase II services are anticipated in accordance with the budget estimate for Phase II, and assumes staff shown will be on-site through the month of May 2016.

Everything else in Section I remains the same.



Project Name: Clean Water - Ph II CM Svcs
 Client Project No.: ENG-15-02
 KBA Project No.: 015011-02
 Contract Type: Cost Plus Net Fee
 Date Prepared: 10/6/2015
 Prepared by: K. Adams
 Salary Escalation: 4%

| Month | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 |
|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Days/Mo | 20 | 22 | 22 | 21 | 21 | 22 | 19 | 22 | 20 | 21 | 23 | 21 | 21 |
| Hrs/Mo | 160 | 176 | 176 | 168 | 168 | 176 | 152 | 176 | 160 | 168 | 184 | 168 | 168 |
| Extra Work | 12% | 12% | 12% | 12% | 12% | 11% | 10% | 4% | 6% | 8% | 10% | 11% | 12% |
| Adj Hr/Mo | 179 | 197 | 197 | 188 | 188 | 195 | 167 | 183 | 170 | 181 | 202 | 186 | 188 |

| Schedule | WORK COMPLETE | | | | | | | | | | | | |
|------------|---------------|-----------|-----|-----|-----|-----|----------------|-----|-----|-----|-----|-----|-----|
| | PH I SERVICES | | | | | | PH II SERVICES | | | | | | |
| | Start-Up | Ph I Ends | | | | | | | | | | | |
| 2015 Total | 48 | 16 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 |
| 2016 Total | 16 | 40 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 | 120 |

| Employee | Title | 2015 Rate | 2016 Rate | Total Hours | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 |
|----------------------------|--------------------------|-----------|-----------|-------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| K. Adams | (M3) Project Manager | \$80.00 | \$83.20 | 168 | \$13,440 | \$13,996 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Kris Betty | (M5) Principal Advisor | \$82.60 | \$85.90 | 56 | \$4,598 | \$4,758 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Dan Williams | (E6) Resident Eng | \$57.68 | \$60.00 | 1,176 | \$68,109 | \$70,704 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Chris Cantile | (P4) Admin Specialist | \$32.50 | \$33.80 | 1,176 | \$38,220 | \$39,816 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TBD | (E3) QA Inspector | \$45.00 | \$46.80 | 1,024 | \$46,080 | \$47,808 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Michelle Leviant | (E4) Proj Controls Spec. | \$47.80 | \$49.70 | 100 | \$4,780 | \$4,970 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Chad Oxford | (E5) Sched/Cost Est | \$52.92 | \$55.00 | 14 | \$741 | \$770 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Deborah Ottum | (M1) Contract Admin | \$48.00 | \$49.90 | 14 | \$672 | \$699 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Subtotal - KBA Labor Hours | | | | 3,714 | \$30,513 | \$31,774 | - | - | - | - | - | - | - | - | - | - | - | - | - |

| Item | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 |
|--|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Vehicle for QA Inspector @ \$54.90/day | \$ 7,027 | \$ 7,027 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Mileage @ IRS Mileage Rate of \$0.575/mile | \$ 1,642 | \$ 1,173 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Lodging @ \$65/night | \$ 910 | \$ 280 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Misc: Supplies, Equipment, Postage, Copies | \$ 49 | \$ 14 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Subtotal - Direct Expenses | \$ 9,628 | \$ 9,514 | - | - | - | - | - | - | - | - | - | - | - | - | - |

| Subconsultant(s) | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 |
|---|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Geotest Services, Inc. - Materials Testing (not to exceed amount) | \$ 10,000 | \$ 7,142 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 5% mark-up on Subconsultant | \$ 500 | \$ 357 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Subtotal - Subconsultant Costs | \$ 10,500 | \$ 7,499 | - | - | - | - | - | - | - | - | - | - | - | - | - |

| Employee | Title | 2015 Rate | 2016 Rate | Total DSC | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 |
|--|--------------------------|-----------|-----------|------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| K. Adams | (M3) Project Manager | \$80.00 | \$83.20 | \$ 13,824 | \$ 13,824 | \$ 13,824 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Kris Betty | (M5) Principal Advisor | \$82.60 | \$85.90 | \$ 4,758 | \$ 4,758 | \$ 4,758 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Dan Williams | (E6) Resident Eng | \$57.68 | \$60.00 | \$ 68,798 | \$ 70,704 | \$ 70,704 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Chris Cantile | (P4) Admin Specialist | \$32.50 | \$33.80 | \$ 39,322 | \$ 39,816 | \$ 39,816 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TBD | (E3) QA Inspector | \$45.00 | \$46.80 | \$ 47,606 | \$ 47,606 | \$ 47,606 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Michelle Leviant | (E4) Proj Controls Spec. | \$47.80 | \$49.70 | \$ 5,433 | \$ 5,433 | \$ 5,433 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Chad Oxford | (E5) Sched/Cost Est | \$52.92 | \$55.00 | \$ 691 | \$ 691 | \$ 691 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Deborah Ottum | (M1) Contract Admin | \$48.00 | \$49.90 | \$ 181,434 | \$ 181,434 | \$ 181,434 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Overhead @ 140.00% | | | | \$ 254,007 | \$ 254,007 | \$ 254,007 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Subtotal (DSC + OH) | | | | \$ 435,441 | \$ 435,441 | \$ 435,441 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Fee (on DSC only) @ 30.00% | | | | \$ 54,430 | \$ 54,430 | \$ 54,430 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Subtotal (DSC + OH + Fee) | | | | \$ 489,871 | \$ 489,871 | \$ 489,871 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Direct Expenses (No Mark-up) | | | | \$ 9,628 | \$ 9,628 | \$ 9,628 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Subconsultant(s) + Mark-up | | | | \$ 10,500 | \$ 7,499 | \$ 7,499 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Management Reserve - upon client approval only | | | | \$ - | \$ - | \$ - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL ESTIMATED COSTS | | | | \$ 510,000 | \$ 510,000 | \$ 510,000 | - | - | - | - | - | - | - | - | - | - | - | - | - |

* Displayed fields are rounded to the nearest dollar in Excel. Column/Row totals may be over/under by \$1 if checking whole number totals by hand.
 **October 2015 services is covered with original contract budget.



**WASHINGTON STATE DEPARTMENT OF ECOLOGY
WATER POLLUTION CONTROL REVOLVING FUND**

ENGINEERING SERVICES INSERT

Revised 10/24/14

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

Compliance with State and Local Laws

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logos must be on all signs and documents. Logos will be provided as needed.

Access to the work site and to records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier

recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a

contract is too large for one of these firms to handle individually.

5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

| | | |
|--|--|-----------------------------|
| Professional Services Agreement Amendment Number: 2 | Organization and Address: City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 | |
| Original Agreement Title: | | |
| WWTP Construction Management Services | Phone: (360) 279-4500 | |
| Project Number: Eng-15-02 (previously ENG-13-05) | Execution Date 10/20/2015 | Completion Date 12/31/18 |
| Project Title: City of Oak Harbor Wastewater Treatment Plant | New Maximum Amount Payable \$3,617,500 | |
| Description of Work: Continue to provide construction administration services for the Clean Water Facility – Ph III. | | |

The Local Agency of City of Oak Harbor desires to supplement the agreement entered into with KBA, Inc. and executed on May 5, 2015 and identified as Professional Services Agreement with KBA, Inc.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby changed to read:
See attached Exhibit A – Supplement 2.

TIME FOR BEGINNING AND COMPLETION IS AMENDED to read: Time of completion for this Agreement is 12/31/18.

PAYMENT shall be amended as follows:
Amendment 2 reflects the additional effort necessary for Phase III services. The Maximum Amount Payable under this Agreement is increased from \$805,500 to \$3,617,500, an addition of \$2,812,000 for Phase III services, as shown in the attached Exhibit B – Supplement 2.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: KBA, Inc.



Consultant Signature

By: 

Approving Authority Signature

5-3-16

Date

EXHIBIT A – SUPPLEMENT 2
SCOPE OF SERVICES
Construction Administration Consultant
for
Oak Harbor Clean Water Facility
City Project No. ENG-15-02

KBA, Inc., the Construction Administration Consultant (Consultant) will continue to provide Construction Administration services to the City of Oak Harbor (Client), for the Project known as the Oak Harbor Clean Water Facility. These services include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project.

Exhibit A – Supplement 2 – Scope of Services adds the following services: Grant reimbursement documentation, providing breakdown information to the Client for fund distribution.

The original Exhibit A - Scope of Services is still in effect, with the following revisions/additions:

SECTION I

1. With completion of Phase 1 and Phase 2 services, Section I title is revised to include Phase 3 – Construction Administration Services. Everything else in this section remains the same.
2. With completion of Phase 1 and Phase 2 services, Section I.C and I.D titles are revised to include Phase 3 – Construction Administration Services. Everything else in this section remains the same.
3. Section I.E.1.a is revised to include the following:
 - Staffing levels for Phase III services are anticipated in accordance with the budget estimate attached as Exhibit B – Supplement 2, and assumes staff shown will be on-site through the month of October 2018.

Everything else in Section I remains the same.

Exhibit B - Supp 2

| Month | 2016 | | | | | | | | | | | | 2017 | | | | | | | | | | | | 2018 | | | | | | | | | | | |
|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--|--|
| | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Oct-18 | | |
| Days/Mo | 31 | 28 | 31 | 30 | 31 | 30 | 31 | 31 | 30 | 29 | 28 | 31 | 28 | 31 | 30 | 31 | 30 | 31 | 31 | 30 | 29 | 28 | 27 | 31 | 28 | 31 | 30 | 31 | 30 | 31 | 31 | 30 | 29 | | | |
| Hrs/Mo | 176 | 160 | 184 | 168 | 184 | 168 | 184 | 168 | 184 | 168 | 184 | 168 | 160 | 184 | 168 | 184 | 168 | 184 | 168 | 184 | 168 | 184 | 168 | 176 | 160 | 184 | 168 | 184 | 168 | 184 | 168 | 184 | 168 | | | |
| Extra Work | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | 25% | | | |
| Adj Hr/Mo | 220 | 200 | 230 | 210 | 210 | 179 | 188 | 188 | 179 | 197 | 197 | 188 | 179 | 206 | 179 | 197 | 197 | 200 | 200 | 240 | 200 | 220 | 179 | 197 | 179 | 197 | 188 | 188 | 188 | 188 | 188 | 206 | 179 | | | |

| Schedule | 2016 | | | | | | | | | | | | 2017 | | | | | | | | | | | | 2018 | | | | | | | | | | | |
|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--|--|
| | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Oct-18 | | |
| 2018 Total | 212 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | | | |
| 2017 Total | 288 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | | | |
| 2016 Total | 366 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | | | |

| Employee | Title | 2015 | | 2016 | | 2017 | | 2018 | | Total Hours | 2016 Total | 2017 Total | 2018 Total |
|------------------------|-------|---------|----------|----------|----------|----------|----------|----------|--------|-------------|------------|------------|------------|
| | | Rate | 2015 | Rate | 2016 | Rate | 2017 | Rate | 2018 | | | | |
| (M3) Project Manager | | \$80.00 | \$85.30 | \$85.30 | \$88.70 | \$88.70 | \$92.10 | \$92.10 | 886 | 366 | 288 | 212 | |
| (M5) Principal Advisor | | \$82.00 | \$100.00 | \$100.00 | \$108.20 | \$108.20 | \$116.40 | \$116.40 | 208 | 96 | 8 | 8 | |
| (E6) Resident Eng | | \$57.88 | \$58.44 | \$58.44 | \$63.20 | \$63.20 | \$67.96 | \$67.96 | 4,908 | 1,184 | 2,032 | 1,692 | |
| (P4) Admin Specialist | | \$32.50 | \$33.12 | \$33.12 | \$34.40 | \$34.40 | \$35.80 | \$35.80 | 1,184 | 1,184 | 1,184 | 1,184 | |
| (P3) Inspector | | \$40.40 | \$43.52 | \$43.52 | \$45.30 | \$45.30 | \$47.10 | \$47.10 | 4,908 | 1,437 | 2,388 | 1,541 | |
| (P5) Inspector | | \$50.00 | \$50.00 | \$50.00 | \$52.00 | \$52.00 | \$54.10 | \$54.10 | 504 | 504 | 1,016 | 504 | |
| (E5) Sched/Coord Est | | \$52.92 | \$52.92 | \$52.92 | \$54.10 | \$54.10 | \$55.20 | \$55.20 | 528 | 240 | 240 | 240 | |
| (M1) Contract Admin | | \$48.00 | \$50.00 | \$50.00 | \$52.00 | \$52.00 | \$54.10 | \$54.10 | 58 | 14 | 14 | 14 | |
| Total | | | | | | | | | 18,895 | 5,005 | 8,068 | 5,821 | |

| Item | 2016 | | | | | | | | | | | | 2017 | | | | | | | | | | | | 2018 | | | | | | | | | | | |
|--|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--------|--|--|
| | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Oct-18 | | |
| Materials Testing (not to exceed amount) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| mark-up on Subconsultant | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subconsultant Costs | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | \$ 13,875 | \$ 3,500 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,500 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,500 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | \$ 3,204 | \$ 1,869 | | | |

| Employee | Title | 2015 | | 2016 | | 2017 | | 2018 | | Total DSC | 2016 Total | 2017 Total | 2018 Total |
|------------------------|-------|---------|----------|----------|----------|----------|----------|----------|--------|-----------|------------|------------|------------|
| | | Rate | 2015 | Rate | 2016 | Rate | 2017 | Rate | 2018 | | | | |
| (M3) Project Manager | | \$80.00 | \$85.30 | \$85.30 | \$88.70 | \$88.70 | \$92.10 | \$92.10 | 886 | 366 | 288 | 212 | |
| (M5) Principal Advisor | | \$82.00 | \$100.00 | \$100.00 | \$108.20 | \$108.20 | \$116.40 | \$116.40 | 208 | 96 | 8 | 8 | |
| (E6) Resident Eng | | \$57.88 | \$58.44 | \$58.44 | \$63.20 | \$63.20 | \$67.96 | \$67.96 | 4,908 | 1,184 | 2,032 | 1,692 | |
| (P4) Admin Specialist | | \$32.50 | \$33.12 | \$33.12 | \$34.40 | \$34.40 | \$35.80 | \$35.80 | 1,184 | 1,184 | 1,184 | 1,184 | |
| (P3) Inspector | | \$40.40 | \$43.52 | \$43.52 | \$45.30 | \$45.30 | \$47.10 | \$47.10 | 4,908 | 1,437 | 2,388 | 1,541 | |
| (P5) Inspector | | \$50.00 | \$50.00 | \$50.00 | \$52.00 | \$52.00 | \$54.10 | \$54.10 | 504 | 504 | 1,016 | 504 | |
| (E5) Sched/Coord Est | | \$52.92 | \$52.92 | \$52.92 | \$54.10 | \$54.10 | \$55.20 | \$55.20 | 528 | 240 | 240 | 240 | |
| (M1) Contract Admin | | \$48.00 | \$50.00 | \$50.00 | \$52.00 | \$52.00 | \$54.10 | \$54.10 | 58 | 14 | 14 | 14 | |
| Total | | | | | | | | | 18,895 | 5,005 | 8,068 | 5,821 | |

| Employee | Title | 2015 | | 2016 | | 2017 | | 2018 | | Total DSC | 2016 Total | 2017 Total | 2018 Total |
|------------------------|-------|---------|----------|----------|----------|----------|----------|----------|--------|-----------|------------|------------|------------|
| | | Rate | 2015 | Rate | 2016 | Rate | 2017 | Rate | 2018 | | | | |
| (M3) Project Manager | | \$80.00 | \$85.30 | \$85.30 | \$88.70 | \$88.70 | \$92.10 | \$92.10 | 886 | 366 | 288 | 212 | |
| (M5) Principal Advisor | | \$82.00 | \$100.00 | \$100.00 | \$108.20 | \$108.20 | \$116.40 | \$116.40 | 208 | 96 | 8 | 8 | |
| (E6) Resident Eng | | \$57.88 | \$58.44 | \$58.44 | \$63.20 | \$63.20 | \$67.96 | \$67.96 | 4,908 | 1,184 | 2,032 | 1,692 | |
| (P4) Admin Specialist | | \$32.50 | \$33.12 | \$33.12 | \$34.40 | \$34.40 | \$35.80 | \$35.80 | 1,184 | 1,184 | 1,184 | 1,184 | |
| (P3) Inspector | | \$40.40 | \$43.52 | \$43.52 | \$45.30 | \$45.30 | \$47.10 | \$47.10 | 4,908 | 1,437 | 2,388 | 1,541 | |
| (P5) Inspector | | \$50.00 | \$50.00 | \$50.00 | \$52.00 | \$52.00 | \$54.10 | \$54.10 | 504 | 504 | 1,016 | 504 | |
| (E5) Sched/Coord Est | | \$52.92 | \$52.92 | \$52.92 | \$54.10 | \$54.10 | \$55.20 | \$55.20 | 528 | 240 | 240 | 240 | |
| (M1) Contract Admin | | \$48.00 | \$50.00 | \$50.00 | \$52.00 | \$52.00 | \$54.10 | \$54.10 | 58 | 14 | 14 | 14 | |
| Total | | | | | | | | | 18,895 | 5,005 | 8,068 | 5,821 | |

PHASE III SERVICES

CONFIDENTIAL AND PROPRIETARY TO KBA, INC.

Adjusted fields are rounded to the nearest dollar in Excel. Column/Row totals may be over/under by \$1 if checking whole number totals by hand.

October 2015 services are covered with original contract budget.



Project Name: Clean Water - Ph III CM Svcs
 Client Project No.: ENG-15-02
 KBA Project No.: 015011-02
 Contract Type: Cost Plus Net Fee
 Date Prepared: 4/17/2016
 Prepared by: K. Adams
 Salary Escalation: 4% *for budget purposes only*

| Determination of Hours | Month | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Oct-18 |
|------------------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Days/Mo | 22 | 20 | 23 | 21 | 21 | 20 | 21 | 21 | 20 | 23 | 20 | 22 | 22 | 20 | 24 | 20 | 22 | 20 | 20 | 22 | 20 | 22 | 21 | 22 | 21 | 21 | 23 | 20 | 23 |
| | Hr/Mo | 176 | 160 | 184 | 168 | 168 | 160 | 168 | 168 | 160 | 184 | 160 | 176 | 176 | 160 | 192 | 160 | 176 | 160 | 160 | 176 | 160 | 176 | 168 | 176 | 168 | 168 | 184 | 160 | 184 |
| | Extra Work | 25% | 25% | 25% | 25% | 25% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 25% | 25% | 25% | 25% | 25% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 11% |
| | Adj Hr/Mo | 220 | 200 | 230 | 210 | 210 | 179 | 188 | 188 | 179 | 206 | 179 | 197 | 197 | 220 | 200 | 240 | 200 | 220 | 179 | 197 | 179 | 197 | 188 | 197 | 188 | 188 | 206 | 179 | 204 |

| KBA Labor Hours | | PHASE III SERVICES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------------|------------------------|--------------------|-----------|-----------|-----------|-------------|------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | PH III SERVICES | | | | | | | | | | | | | | | | | | | | | | | | Closeout | | | | | | | | | | | | |
| Employee | Title | 2015 Rate | 2016 Rate | 2017 Rate | 2018 Rate | Total Hours | 2016 Total | 2017 Total | 2018 Total | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Oct-18 |
| K. Adams | (M3) Project Manager | \$80.00 | \$82.00 | \$85.30 | \$88.70 | 886 | 386 | 288 | 212 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 |
| Kris Betty | (M5) Principal Advisor | \$82.60 | \$100.00 | \$104.00 | \$108.20 | 208 | 56 | 96 | 56 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| Dan Williams | (E6) Resident Eng | \$57.68 | \$58.44 | \$60.80 | \$63.20 | 4,908 | 1,184 | 2,032 | 1,692 | 176 | 160 | 184 | 168 | 168 | 160 | 168 | 168 | 160 | 184 | 160 | 176 | 176 | 160 | 192 | 160 | 176 | 160 | 160 | 176 | 160 | 176 | 168 | 176 | 168 | 168 | 184 | 160 | 156 |
| Chris Bailey | (P4) Admin Specialist | \$32.50 | \$33.12 | \$34.40 | \$35.80 | 4,908 | 1,184 | 2,032 | 1,692 | 176 | 160 | 184 | 168 | 168 | 160 | 168 | 168 | 160 | 184 | 160 | 176 | 176 | 160 | 192 | 160 | 176 | 160 | 160 | 176 | 160 | 176 | 168 | 176 | 168 | 168 | 184 | 160 | 156 |
| Matt Middleton | (P3) Inspector | \$40.40 | \$43.52 | \$45.30 | \$47.10 | 5,367 | 1,437 | 2,388 | 1,541 | 220 | 200 | 230 | 210 | 210 | 179 | 188 | 188 | 179 | 206 | 179 | 197 | 220 | 200 | 240 | 200 | 220 | 179 | 179 | 197 | 179 | 197 | 188 | 197 | 188 | 188 | 206 | - | - |
| TBD | (P5) Inspector | \$50.00 | \$50.00 | \$52.00 | \$54.10 | 2,032 | 504 | 1,016 | 512 | - | 80 | 92 | 84 | 84 | 80 | 84 | 84 | 80 | 92 | 80 | 88 | 88 | 80 | 96 | 80 | 88 | 80 | 80 | 88 | 80 | 88 | 84 | 88 | 84 | - | - | - | - |
| Chad Oxford | (E5) Sched/Cost Est | \$52.92 | \$52.92 | \$55.00 | \$57.20 | 528 | 240 | 192 | 96 | 80 | 16 | 16 | 16 | 80 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | - | - | - | - |
| Deborah Ottum | (M1) Contract Admin | \$48.00 | \$50.00 | \$52.00 | \$54.10 | 58 | 14 | 24 | 20 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Subtotal - KBA Labor Hours | | | | | | 18,895 | 5,005 | 8,068 | 5,821 | 686 | 650 | 740 | 898 | 744 | 629 | 658 | 658 | 629 | 716 | 629 | 687 | 710 | 650 | 770 | 650 | 710 | 629 | 629 | 687 | 629 | 687 | 658 | 687 | 658 | 558 | 600 | 334 | 322 |

| Direct Expenses | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-------------|------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----|
| Item | Total Costs | 2016 Total | 2017 Total | 2018 Total | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Oct-18 | |
| Mileage @ IRS Mileage Rate | \$ 13,875 | 3,500 | 6,000 | 4,375 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 500 | 250 | 125 |
| Lodging @ \$89/night | \$ 6,942 | 1,869 | 3,204 | 1,869 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | 267 | - | - |
| Misc. Supplies, Equipment, Postage, Copies | \$ 2,460 | 595 | 1,020 | 845 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 80 |
| Subtotal - Direct Expenses | \$ 24,464 | 5,964 | 10,224 | 8,276 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 852 | 2,039 | 585 | 335 | 205 |

| Subconsultant(s) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|-------------|------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---|
| Subconsultants | Total Costs | 2016 Total | 2017 Total | 2018 Total | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Oct-18 | |
| Geotest Services, Inc. - Materials Testing (not to exceed amount) | \$ 220,000 | 61,600 | 105,600 | 52,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | 8,800 | - | - | - | - |
| 5% mark-up on Subconsultant | \$ 11,000 | 3,080 | 5,280 | 2,640 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | 440 | - | - |
| Subtotal - Subconsultant Costs | \$ 231,000 | 64,680 | 110,880 | 55,440 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | 9,240 | - | - | - | - |

| Combined Costs | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------|------------------------|-----------|-----------|-----------|-----------|--------------|------------|------------|------------|--------|--------|--------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Employee | Title | 2015 Rate | 2016 Rate | 2017 Rate | 2018 Rate | Total DSC | 2016 Total | 2017 Total | 2018 Total | Jun-16 | Jul-16 | Aug-16 | Sep-16 | Oct-16 | Nov-16 | Dec-16 | Jan-17 | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 | Jul-17 | Aug-17 | Sep-17 | Oct-17 | Nov-17 | Dec-17 | Jan-18 | Feb-18 | Mar-18 | Apr-18 | May-18 | Jun-18 | Jul-18 | Aug-18 | Sep-18 | Oct-18 |
| K. Adams | (M3) Project Manager | \$80.00 | \$82.00 | \$85.30 | \$88.70 | \$ 75,023 | 31,652 | 24,566 | 18,804 | 1,968 | 1,968 | 1,968 | 19,844 | 1,968 | 1,968 | 1,968 | 2,047 | 2,047 | 2,047 | 2,047 | 2,047 | 2,047 | 2,047 | 2,047 | 2,047 | 2,047 | 2,047 | 2,129 | 2,129 | 2,129 | 2,129 | 2,129 | 2,129 | 2,129 | 2,129 | 1,064 | 710 | |
| Kris Betty | (M5) Principal Advisor | \$82.60 | \$100.00 | \$104.00 | \$108.20 | \$ 21,643 | 5,600 | 9,984 | 6,059 | 800 | 800 | 800 | 800 | 800 | 800 | 800 | 832 | 832 | 832 | 832 | 832 | 832 | 832 | 832 | 832 | 832 | 832 | 866 | 866 | 866 | 866 | 866 | 866 | 866 | 866 | - | - | |
| Dan Williams | (E6) Resident Eng | \$57.68 | \$58.44 | \$60.80 | \$63.20 | \$ 299,673 | 69,193 | 123,546 | 106,934 | 10,285 | 9,350 | 10,753 | 9,818 | 9,818 | 9,350 | 9,818 | 10,214 | 9,728 | 11,187 | 9,728 | 10,701 | 10,701 | 9,728 | 11,674 | 9,728 | 10,701 | 9,728 | 9,728 | 11,123 | 10,112 | 11,123 | 10,618 | 11,123 | 10,618 | 10,618 | 11,629 | 10,112 | 9,859 |
| Chris Bailey | (P4) Admin Specialist | \$32.50 | \$33.12 | \$34.40 | \$35.80 | \$ 169,688 | 39,214 | 69,901 | 60,574 | 5,829 | 5,299 | 6,094 | 5,564 | 5,564 | 5,299 | 5,564 | 5,779 | 5,504 | 6,330 | 5,504 | 6,054 | 6,054 | 5,504 | 6,605 | 5,504 | 6,054 | 5,504 | 5,504 | 6,301 | 5,728 | 6,301 | 6,014 | 6,301 | 6,014 | 6,014 | 6,587 | 5,728 | 5,585 |
| Matt Middleton | (P3) Inspector | \$40.40 | \$43.52 | \$45.30 | \$47.10 | \$ 243,324 | 62,554 | 108,184 | 72,587 | 9,574 | 8,704 | 10,010 | 9,139 | 9,139 | 7,799 | 8,189 | 8,524 | 8,118 | 9,335 | 8,118 | 8,930 | 9,966 | 9,066 | 10,872 | 9,066 | 9,966 | 8,118 | 8,118 | 9,284 | 8,440 | 9,284 | 8,862 | 9,284 | 8,862 | 8,862 | 9,706 | - | - |
| TBD | (P5) Inspector | \$50.00 | \$50.00 | \$52.00 | \$54.10 | \$ 105,731 | 25,200 | 52,832 | 27,699 | - | 4,000 | 4,600 | 4,200 | 4,200 | 4,000 | 4,200 | 4,368 | 4,160 | 4,784 | 4,160 | 4,576 | 4,576 | 4,160 | 4,992 | 4,160 | 4,576 | 4,160 | 4,160 | 4,761 | 4,328 | 4,761 | 4,544 | 4,761 | 4,544 | - | - | - | - |
| Chad Oxford | (E5) Sched/Cost Est | \$52.92 | \$52.92 | \$55.00 | \$57.20 | \$ 28,752 | 12,701 | 10,560 | 5,491 | 4,234 | 847 | 847 | 847 | 4,234 | 847 | 847 | 880 | 880 | 880 | 880 | 880 | 880 | 880 | 880 | 880 | 880 | 880 | 880 | 915 | 915 | 915 | 915 | 915 | 915 | - | - | - | - |
| Deborah Ottum | (M1) Contract Admin | \$48.00 | \$50.00 | \$52.00 | \$54.10 | \$ 3,030 | 700 | 1,248 | 1,082 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 104 | 108 | 108 | 108 | 108 | 108 | 108 | 108 | 108 | 108 | 108 | |
| Direct Salary Costs | | | | | | \$ 946,865 | 246,814 | 400,820 | 299,231 | 32,791 | 31,068 | 35,171 | 50,312 | 35,823 | 30,163 | 31,486 | 32,748 | 31,373 | 35,499 | 31,373 | 34,124 | 35,160 | 32,315 | 38,006 | 32,315 | 35,160 | 31,373 | 31,373 | 35,487 | 32,626 | 35,487 | 34,057 | 35,487 | 34,057 | 28,597 | 30,159 | 17,013 | 16,262 |
| Overhead @ 140.00% | | | | | | \$ 1,325,611 | 345,539 | 561,149 | 418,923 | 45,907 | 43,496 | 49,240 | 70,437 | 50,152 | 42,228 | 44,080 | 45,848 | 43,922 | 49,699 | 43,922 | 47,774 | 49,225 | 45,241 | 53,208 | 45,241 | 49,225 | 43,922 | 43,922 | 49,682 | 45,677 | 49,682 | 47,679 | 49,682 | 47,679 | 40,036 | 42,223 | 23,818 | 22,767 |
| Subtotal (DSC + OH) | | | | | | \$ 2,272,476 | 592,353 | 961,969 | 718,154 | 78,697 | 74,564 | 84,411 | 120,749 | 85,975 | 72,391 | 75,565 | 78,596 | 75,295 | 85,199 | 75,295 | 81,897 | 84,385 | 77,556 | 91,213 | 77,556 | 84,385 | 75,295 | 75,295 | 85,169 | 78,303 | | | | | | | | |

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF OAK HARBOR
AND KBA, INC.
FOR CONSULTANT SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Oak Harbor, a Washington State municipal corporation (“City”), and KBA, Inc., a Washington Corporation (“Consultant”).

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with Construction Administration services for the Clean Water Facility Project (“Project”) as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

III.1 MINOR CHANGES IN SCOPE. Minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City, with no impact to service costs or proposed schedules, shall be discussed and agreed upon between the Consultant and the City. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with the Project in addition to or other than work provided for by the expressed intent of the Scope of Services, or as noted in the Scope of Services. Such work will be considered as Extra Work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

III.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 TERM. The term of this Agreement shall commence on May 18, 2015 and shall terminate at midnight, December 31, 2015. The parties may extend the term of this Agreement by written mutual agreement.

III.4 NONASSIGNABLE. The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 EMPLOYMENT. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

III.6 INDEMNITY. Indemnification/Hold Harmless Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The provisions of this section shall survive the expiration or termination of this Agreement.

III.7 INSURANCE.

a. **Minimum Limits of Insurance.** The Consultant shall procure, and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work and services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage and the policy endorsement to be kept in force continuously during this Agreement, in a form acceptable to the City. Said certificates and policy endorsement shall name the City, its officers, elected officials, agents and/or employees as an additional named insured with respect to all coverages except professional liability insurance and workers' compensation. The minimum insurance requirements shall be as follows:

(1) Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

(2) Automobile Liability. \$300,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

(4) Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.

b. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.

c. **Acceptability of Insurers.** Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.

d. **Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.

e. **Insurance shall be Primary.** The Consultant's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

f. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the recourse to any remedy available at law or in equity.

g. **Claims-made Basis.** Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy. The City may require an extended reporting endorsement on any approved "Claims-made" policy.

III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

III.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

III.10 LEGAL RELATIONS. The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Snohomish County Superior Court.

III.11 INDEPENDENT CONTRACTOR.

a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants and agrees that his status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in

RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

III.12 CONFLICTS OF INTEREST. The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant's client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

III.13 CITY CONFIDENCES. The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

III.14 SUBCONTRACTORS/SUBCONSULTANTS.

a. The Consultant shall be responsible for all work performed by subcontractors/subconsultants pursuant to the terms of this Agreement.

b. The Consultant must verify that any subcontractors/subconsultants they directly hire meet the responsibility criteria for the Project. Verification that a subcontractor/subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following subcontractors/subconsultants or as set forth in Exhibits A and B: GeoTest Services Inc. (Materials Testing & Special Inspection).

c. The Consultant may not substitute or add subcontractors/subconsultants without the written approval of the City.

d. All subcontractors/subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

ARTICLE IV. OBLIGATIONS OF THE CITY

IV.1 PAYMENTS.

a. The Consultant shall be paid by the City on a time and materials basis for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \$295,500.00 without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.

b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month. At a minimum, invoices shall include (1) a summary of previous invoices; (2) current invoice amount; (3) total current monthly billing; (4) amount authorized under this agreement; and (5) total authorized amount still remaining under the agreement. The Consultant shall maintain time and expense records and provide them to the City upon request.

c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

IV.2 CITY APPROVAL. Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

IV.3 MAINTENANCE/INSPECTION OF RECORDS. The Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

ARTICLE V. GENERAL

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

Brett Arvidson, PE, Project Engineer
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277-4092
360-279-4521
barvidson@oakharbor.org

Notices to the Consultant shall be sent to the following address and/or email address:

K. Adams, PE, Project Manager
KBA, Inc.
11000 Main Street
Bellevue, WA 98004
425-455-9720 x212
kadams@kbacm.com

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address, and/or via email communication with delivery and read receipts.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section VI.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties.

V.5 SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining

provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

V.6 NONWAIVER. A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 FAIR MEANING. The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 VENUE. The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Snohomish County, Washington.

V.10 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT. The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this 5th day of May, 2015.

CITY OF OAK HARBOR

KBA, INC.

By *Donny Paggaw, Mayor Pro Tem*
_____, Mayor

By *Kristen A. Betty* 4.27.15

Kristen A. Betty, President

Approved as to form:

[Signature]

City Attorney

EXHIBIT A
SCOPE OF SERVICES
Construction Administration Consultant
for
Oak Harbor Clean Water Facility
City Project No. _____

KBA, Inc., the Construction Administration Consultant (Consultant) will provide Construction Administration services to the City of Oak Harbor (Client), for the Project known as the Oak Harbor Clean Water Facility. These services will include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project, as detailed below.

Project Description: The work consists of replacing two aging wastewater treatment facilities with a new plant that meets modern standards for capacity, reliability and performance. The Client has elected to use Heavy Civil General Contractor/Construction Manager (GC/CM) methods for project delivery, and has contracted with Carollo Engineers as the Designer of Record on this project, and with Hoffman Construction as the GC/CM contractor for pre-construction services.

This Project will have an approximate 36 month construction schedule, completed in phases of work. Phase I - Preconstruction Services for Consultant is included in this Scope of Services with the intent, at the option of the Client, to negotiate and authorize subsequent phases and additional services by Supplement(s) to this Agreement at a later date.

I. CONSTRUCTION ADMINISTRATION - PRECONSTRUCTION SERVICES

A. Consultant Administration Management. Provide overall day-to-day management of the Construction Administration Consultant contract and staff, including:

- Decide on best modes and frequency of communication with Client and other contracted parties, and use them. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.
- Review monthly expenditures and Consultant Administration team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing services provided that month.

Deliverables

- Monthly invoices and progress reports

B. Preconstruction Services

1. Contribute to the development of a finalized matrix of team roles and responsibilities.
2. Project Planning and Project Oversight.
 - a. Review Plans, Permits, Contracts, and other documents to familiarize team with Project requirements and decisions made to date.
 - b. Review Project Funding and Reporting Requirements.
 - c. Review and comment on current Project Scope and Budget.
 - i. Participate in formal and informal value engineering to reduce scope and contain cost.
 - ii. Negotiate resolution of cost estimate differentials between GC/CM and Engineer.
 - iii. Contribute to development of Risk Register, Contingencies, and Risk Allocations

- d. Review and comment on current Project Schedule.
- e. Prepare a Construction Administration Plan (CA) for the Project. The CA Plan will cover at least the following:
 - i. Define Administration Requirements of the GC/CM Agreement
 - ii. Determine information Management System(s) and implement selected document control plan(s)
 - iii. Prepare Project procedures and forms
 - iv. Develop Reporting procedures and Reports

Deliverables

- Comments on current Project Scope, Budget and Schedule
- Completed CA Plan

3. GC/CM Team Procurement.

- a. Review and assist in negotiation of the Subcontracting/Buyout plan.
- b. Assist in the review and negotiation of self-performed work terms.
- c. Prepare independent estimates for elements of Self-Performed work.
- d. Review proposed Guaranteed Maximum Price (GMP) Package.

Deliverables

- Independent estimates

C. Construction Administration Services (Outfall)

Construction Phase Services – Contract Administration for Outfall

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, property owners, and utilities.
2. Provide the Client with brief monthly construction progress reports, highlighting progress and advising of issues which are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.
 - b. Monitor the construction contractor's conformance to schedule and require revised schedules when needed. Advise Client of schedule changes.
4. Progress Meetings. Participate and/or lead progress meetings with the construction contractor, including Client pre-briefing. Track outstanding issues on a weekly basis.
5. Update CA Plan as needed to reflect changes in policy and/or procedure that occur during the Project, and orient CA Team to the changes.
6. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
7. Record of Materials. Provide Record of Materials indicating anticipated material approvals, material compliance documentation, and materials testing requirements. Maintain records of material compliance documentation received and advise of any known deficiencies.
8. Manage RFI (Request for Information) process. Track and review/evaluate, or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.

9. **Change Management.** Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders. Assist with evaluating responsible funding contingencies.
10. **Monthly Pay Requests.** Review with the Client monthly requests for payment and/or review payment requests submitted by the construction contractor. Review with Client and construction contractor, and recommend approval, as appropriate.
11. **Evaluate construction contractor's Schedule of Values for lump sum items.** Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
12. **Prevailing Wage Monitoring: Monitor Payroll Compliance.** Review Statements of Intent to Pay Prevailing Wage against the Contract Document requirements. Collect, record, and check weekly certified payrolls and conduct on-site wage interviews, both at a frequency documented in the CA Plan.
13. **Assist the Client in the investigation of malfunctions or failures during construction.**
14. **Public Information.** Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletters, if requested. Assist the Client in providing information to the Client's Public Outreach consultant.
15. **Record Drawings.** Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CA Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by the CA team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
16. **Document Control.** Establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency and project delivery requirements. Collect, organize, and prepare documentation on the Project.
 - a. One hard copy of files will be kept in the Project field office.
 - b. Electronic documentation will be stored in a Project Website.

Deliverables

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

D. Construction Phase Services – Field Services for Outfall

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents in a Quality Assurance role.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the Client of any non-conforming work observed during site visits.

3. Prepare daily construction reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
4. Interpret Contract Documents, in coordination with Client, GC/CM and Designer.
5. Decide questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Assist in monitoring contractor compliance with permit requirements during construction, and coordinate with Client's staff and other consultants who may be monitoring compliance in their areas of expertise.
7. Prepare field records and documents to help assure the Project is administered in accordance with funding agency and project delivery requirements.
8. Attend and actively participate in regular on-site meetings.
9. Take periodic digital photographs during the course of construction. Photographs to be labeled and organized as detailed in the CA Plan.
10. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with the Client and those agencies.
11. Testing. Conduct or cause to be conducted, materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

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

E. Assumptions

1. Budget:
 - a. Staffing levels are anticipated in accordance with the attached budget estimate, and assumes the Resident Engineer, and Administrative Specialist will be on-site, full time from May 18, 2015 through September 25, 2015, and supplemented with QA Inspection services, Managerial and Project Cost, Schedule services, and a Change Management Specialist, as shown and as requested, in response to the work.
 - b. Consultant will work up to the authorized budget amount. If Client determines that the level of effort needs to be increased or decreased from this estimate, Client and Consultant will negotiate a supplement to this Agreement.
 - c. The budget allocations shown are itemized to aid in Project planning purposes only. The budget may be transferred between tasks or people, or between labor and expenses, or between months, provided the total contracted amount is not exceeded without prior written authorization.
2. Items and Services Client will provide:
 - a. Meeting arrangements and facilities for preconstruction meeting. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - b. Project office, including:
 - i. workstations (desk, chair, and storage) for 4 staff
 - ii. conference table and chairs

- iii. combination printer/copier/scanner machine with these capabilities: 11x17 size, color
 - iv. hi-speed data connection (minimum 2 MB/s upload/download speed)
 - v. utilities and sanitary facilities
- c. Retain Engineer of Record, to be available as needed.
 - d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.
 - g. Archaeological Services. All archaeological services are to be provided for, and administered, by Client. Consultant will not be responsible for direct or indirect results of archaeologist's observations, interpretations, understandings, or recommendations.
 - h. Permitting. All necessary project permits have been obtained by Client and/or the Designer. Consultant will be responsible for monitoring contractor's compliance with conditions set forth in said permits.
3. Scope:
- a. Should KBA's SharePoint tool be used on this Project; it is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Consultant will provide Quality Assurance observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - c. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
 - d. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation, and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.
 - e. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic

substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.

- f. Review of Shop Drawings, samples, and other submittals will be for general Quality Assurance conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- g. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- h. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, and for identifying potential schedule and coordination challenges and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- i. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- j. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them, and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.
- k. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- l. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, in the same geographical area and time period.
- m. Because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge, Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files.
- n. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.

II. OPTIONAL SERVICES

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

| | | |
|--|--|-----------------------------|
| Professional Services Agreement Amendment Number: 1 | Organization and Address: City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 | |
| Original Agreement Title: | Phone: (360) 279-4500 | |
| WWTP Construction Management Services | Execution Date 5/5/2015 | Completion Date 6/1/2016 |
| Project Number: Eng-15-02 (previously ENG-13-05) | New Maximum Amount Payable | |
| Project Title: City of Oak Harbor Wastewater Treatment Plant | \$805,500 | |
| Description of Work: Provide construction management services for the Clean Water Facility. | | |

The Local Agency of City of Oak Harbor desires to supplement the agreement entered into with KBA, Inc. and executed on May 5, 2015 and identified as Professional Services Agreement with KBA, Inc.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby changed to read:

See attached Scope of Work and Fee Estimate. Contract is amended to include the attached SRF Engineering Services insert.

TIME FOR BEGINNING AND COMPLETION IS AMENDED to read: Time of completion is 6/1/2016.

PAYMENT shall be amended as follows:

Amendment reflects the additional effort necessary for the Site Prep B GMP for the proposed wastewater treatment plant property. The maximum amount payable under the contract is changed from \$295,500 to \$805,500, an increase of \$510,000.

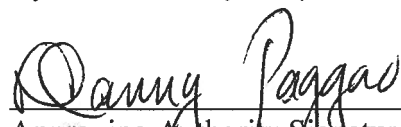
If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: Roger Smith, Principal, KBA, Inc.



Consultant Signature

By: Scott Dudley, Mayor



Approving Authority Signature

6/20/2015

Date

EXHIBIT A – SUPPLEMENT 1
SCOPE OF SERVICES
Construction Administration Consultant
for
Oak Harbor Clean Water Facility
City Project No. ENG-15-02

KBA, Inc., the Construction Administration Consultant (Consultant) will continue to provide Construction Administration services to the City of Oak Harbor (Client), for the Project known as the Oak Harbor Clean Water Facility. These services include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project.

Exhibit A – Supplement 1 – Scope of Services adds the following services: Site Prep A and Site Prep B services, observation of sheet and micro pile installations and soil stabilization with rock columns, assistance with grant funding and documentation, cost analysis and cost comparison, as well as scheduling verification.

The original Exhibit A - Scope of Services is still in effect, with the following revisions/additions:

SECTION I

1. With completion of Phase 1 - Preconstruction Services, Section I title is revised to include Phase 2 - General Services. Everything else in this section remains the same.
2. Section I.B services are complete.
3. With completion of Phase 1 - Outfall services, Section I.C and I.D titles are revised to include Phase 2 - General Services. Everything else in this section remains the same.
4. Section I.E.1.a is revised to include the following:
 - o Staffing levels for Phase II services are anticipated in accordance with the budget estimate for Phase II, and assumes staff shown will be on-site through the month of May 2016.

Everything else in Section I remains the same.



Project Name: Clean Water - Ph II CM Svcs
 Client Project No.: ENG-15-02
 KBA Project No.: 015011-02
 Contract Type: Cost Plus Net Fee
 Date Prepared: 10/6/2015
 Prepared by: K. Adams
 Salary Escalation 4%

| Determination of Hours | Month | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 |
|------------------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | Days/Mo | 20 | 22 | 22 | 21 | 21 | 22 | 19 | 22 | 20 | 21 | 23 | 21 | 21 |
| | Hr/Mo | 160 | 176 | 176 | 168 | 168 | 176 | 152 | 176 | 160 | 168 | 184 | 168 | 168 |
| | Extra Work | 12% | 12% | 12% | 12% | 12% | 11% | 10% | 4% | 6% | 8% | 10% | 11% | 12% |
| | Adj Hr/Mo | 179 | 197 | 197 | 188 | 188 | 195 | 167 | 183 | 170 | 181 | 202 | 186 | 188 |

KBA Labor Hours

PHASE II Services

| Employee | Title | 2015 Rate | 2016 Rate | Total Hours | 2015 Total | 2016 Total | Schedule | | | | | | | | | | | | | | | | |
|-----------------------------------|--------------------------|-----------|-----------|-------------|------------|------------|---------------|--------|--------|--------|--------|---------------|--------|--------|--------|--------|----------------|--------|--------|--|--|--|--|
| | | | | | | | WORK COMPLETE | | | | | PH I SERVICES | | | | | PH II SERVICES | | | | | | |
| | | | | | | | Start-Up | | | | | Ph I Ends | | | | | | | | | | | |
| | | | | | | | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 | | | | |
| K. Adams | (M3) Project Manager | \$80.00 | \$83.20 | 168 | 48 | 120 | | | | | | | 24 | 24 | 24 | 24 | 24 | 24 | | | | | |
| Kris Betty | (M5) Principal Advisor | \$82.60 | \$85.90 | 56 | 16 | 40 | | | | | | | 8 | 8 | 8 | 8 | 8 | 8 | | | | | |
| Dan Williams | (E6) Resident Eng | \$57.68 | \$60.00 | 1,176 | 328 | 848 | | | | | | 152 | 176 | 160 | 168 | 184 | 168 | 168 | | | | | |
| Chris Carlie | (P4) Admin Specialist | \$32.50 | \$33.80 | 1,176 | 328 | 848 | | | | | | 152 | 176 | 160 | 168 | 184 | 168 | 168 | | | | | |
| TBD | (E3) QA Inspector | \$45.00 | \$46.80 | 1,024 | 176 | 848 | | | | | | | 176 | 160 | 168 | 184 | 168 | 168 | | | | | |
| Michelle Leviant | (E4) Proj Controls Spec. | \$47.80 | \$49.70 | - | - | - | | | | | | | | | | | | | | | | | |
| Chad Oxford | (E5) Sched/Cost Est | \$52.92 | \$55.00 | 100 | 32 | 68 | | | | | | | 16 | 16 | 16 | 12 | 12 | 12 | | | | | |
| Deborah Ottum | (M1) Contract Admin | \$48.00 | \$49.90 | 14 | 4 | 10 | | | | | | | 2 | 2 | 2 | 2 | 2 | 2 | | | | | |
| Subtotal - KBA Labor Hours | | | | | | | 3,714 | 932 | 2,782 | | | | 354 | 578 | 530 | 554 | 598 | 550 | 550 | | | | |

Direct Expenses

| Item | Total Costs | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 |
|--|-----------------|--------------|--------------|--------|--------|--------|--------|--------|--------|------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Vehicle for QA Inspector @ \$54.90/day | \$ 7,027 | 1,208 | 5,819 | | | | | | | | 1,208 | 1,098 | 1,153 | 1,263 | 1,153 | 1,153 |
| Mileage @ IRS Mileage Rate of \$0.575/mile | \$ 1,642 | 469 | 1,173 | | | | | | | 235 | 235 | 235 | 235 | 235 | 235 | 235 |
| Lodging @ \$65/night | \$ 910 | 260 | 650 | | | | | | | 130 | 130 | 130 | 130 | 130 | 130 | 130 |
| Misc. Supplies, Equipment, Postage, Copies | \$ 49 | 14 | 35 | | | | | | | 7 | 7 | 7 | 7 | 7 | 7 | 7 |
| Subtotal - Direct Expenses | \$ 9,628 | 1,951 | 7,677 | | | | | | | 372 | 1,579 | 1,470 | 1,525 | 1,634 | 1,525 | 1,525 |

Subconsultant(s)

| Subconsultants | Total Costs | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 |
|---|------------------|--------------|--------------|--------|--------|--------|--------|--------|--------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Geotest Services, Inc. - Materials Testing (not to exceed amount) | \$ 10,000 | 2,858 | 7,142 | | | | | | | 1,430 | 1,428 | 1,428 | 1,428 | 1,428 | 1,428 | 1,430 |
| 5% mark-up on Subconsultant | \$ 500 | 143 | 357 | | | | | | | 72 | 71 | 71 | 71 | 71 | 71 | 72 |
| Subtotal - Subconsultant Costs | \$ 10,500 | 3,001 | 7,499 | | | | | | | 1,502 | 1,499 | 1,499 | 1,499 | 1,499 | 1,499 | 1,502 |

Combined Costs

| Employee | Title | 2015 Rate | 2016 Rate | Total DSC | 2015 Total | 2016 Total | May-15 | Jun-15 | Jul-15 | Aug-15 | Sep-15 | Oct-15 | Nov-15 | Dec-15 | Jan-16 | Feb-16 | Mar-16 | Apr-16 | May-16 | |
|---|--------------------------|-----------|-----------|-------------------|----------------|----------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--|
| K. Adams | (M3) Project Manager | \$80.00 | \$83.20 | \$ 13,824 | 3,840 | 9,984 | | | | | | | 1,920 | 1,920 | 1,997 | 1,997 | 1,997 | 1,997 | 1,997 | |
| Kris Betty | (M5) Principal Advisor | \$82.60 | \$85.90 | \$ 4,758 | 1,322 | 3,436 | | | | | | | 661 | 661 | 687 | 687 | 687 | 687 | 687 | |
| Dan Williams | (E6) Resident Eng | \$57.68 | \$60.00 | \$ 69,799 | 18,919 | 50,880 | | | | | | | 8,767 | 10,152 | 9,600 | 10,080 | 11,040 | 10,080 | 10,080 | |
| Chris Carlie | (P4) Admin Specialist | \$32.50 | \$33.80 | \$ 39,322 | 10,660 | 28,662 | | | | | | | 4,940 | 5,720 | 5,408 | 5,678 | 6,219 | 5,678 | 5,678 | |
| TBD | (E3) QA Inspector | \$45.00 | \$46.80 | \$ 47,606 | 7,920 | 39,686 | | | | | | | | 7,920 | 7,488 | 7,862 | 8,611 | 7,862 | 7,862 | |
| Michelle Leviant | (E4) Proj Controls Spec. | \$47.80 | \$49.70 | \$ - | - | - | | | | | | | | | | | | | | |
| Chad Oxford | (E5) Sched/Cost Est | \$52.92 | \$55.00 | \$ 5,433 | 1,693 | 3,740 | | | | | | | 847 | 847 | 880 | 880 | 660 | 660 | 660 | |
| Deborah Ottum | (M1) Contract Admin | \$48.00 | \$49.90 | \$ 691 | 192 | 499 | | | | | | | 96 | 96 | 100 | 100 | 100 | 100 | 100 | |
| Direct Salary Costs | | | | \$ 181,434 | 44,546 | 136,888 | | | | | | | 17,231 | 27,315 | 26,160 | 27,285 | 29,314 | 27,065 | 27,065 | |
| Overhead @ 140.00% | | | | \$ 254,007 | 62,365 | 191,643 | | | | | | | 24,123 | 38,241 | 36,624 | 38,198 | 41,040 | 37,890 | 37,890 | |
| Subtotal (DSC + OH) | | | | \$ 435,441 | 106,911 | 328,531 | | | | | | | 41,354 | 65,556 | 62,784 | 65,483 | 70,354 | 64,955 | 64,955 | |
| Fee (on DSC only) @ 30.00% | | | | \$ 54,430 | 13,364 | 41,066 | | | | | | | 5,169 | 8,195 | 7,848 | 8,185 | 8,794 | 8,119 | 8,119 | |
| Subtotal (DSC + OH + Fee) | | | | \$ 489,871 | 120,274 | 369,597 | | | | | | | 46,523 | 73,751 | 70,631 | 73,668 | 79,148 | 73,074 | 73,074 | |
| Direct Expenses (No Mark-up) | | | | \$ 9,628 | 1,951 | 7,677 | | | | | | | 372 | 1,579 | 1,470 | 1,525 | 1,634 | 1,525 | 1,525 | |
| Subconsultant(s) + Mark-up | | | | \$ 10,500 | 3,001 | 7,499 | | | | | | | 1,502 | 1,499 | 1,499 | 1,499 | 1,499 | 1,499 | 1,502 | |
| Management Reserve - upon client approval only | | | | \$ - | - | - | | | | | | | | | | | | | | |
| TOTAL ESTIMATED COSTS | | | | \$ 510,000 | 125,226 | 384,774 | | | | | | | 48,396 | 76,830 | 73,600 | 76,692 | 82,282 | 76,098 | 76,100 | |

* Displayed fields are rounded to the nearest dollar in Excel. Column/Row totals may be over/under by \$1 if checking whole number totals by hand.
 **October 2015 services is covered with original contract budget.

CONFIDENTIAL AND PROPRIETARY TO KBA, INC.



**WASHINGTON STATE DEPARTMENT OF ECOLOGY
WATER POLLUTION CONTROL REVOLVING FUND**

ENGINEERING SERVICES INSERT

Revised 10/24/14

The following clauses will be incorporated into contracts for engineering services receiving financial assistance from the Washington State Department of Ecology Water Pollution Control Revolving Fund. In the event of conflict within the contract these clauses shall take precedence

Compliance with State and Local Laws

The engineering services provider (CONTRACTOR) shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

State Interest Exclusion

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Cost Basis of Contract

No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

Funding Recognition

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logos must be on all signs and documents. Logos will be provided as needed.

Access to the work site and to records

The CONTRACTOR shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The CONTRACTOR shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These records shall be separate and distinct from the CONTRACTOR's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the CONTRACTOR for a period of three (3) years after the final audit.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The CONTRACTOR shall provide immediate written notice to the Washington State Department of Ecology if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The CONTRACTOR agrees to keep proof in its agreement file that it and all lower tier

recipients or contractors are not suspended or debarred and will make this proof available to the Washington State Department of Ecology upon request. The RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The CONTRACTOR shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The CONTRACTOR agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The CONTRACTOR shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a

contract is too large for one of these firms to handle individually.

5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

| | | |
|---|--|----------------------------|
| Professional Services Agreement Amendment Number: 3 | Organization and Address: City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 | |
| Original Agreement Title: | Phone: (360) 279-4500 | |
| WWTP Construction Management Services | Execution Date 10/20/2015 | Completion Date 6/30/19 |
| Project Number: ENG-16-09 & ENG-17-01 (previously ENG-15-02 & ENG-13-05) | New Maximum Amount Payable \$4,160,700 | |
| Project Title: City of Oak Harbor Wastewater Treatment Plant | | |
| Description of Work: Continue to provide construction administration services for the Clean Water Facility, and the addition of construction administration services for Windjammer Park. | | |

The Local Agency of City of Oak Harbor desires to supplement the agreement entered into with KBA, Inc. and executed on May 5, 2015 and identified as Professional Services Agreement with KBA, Inc.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

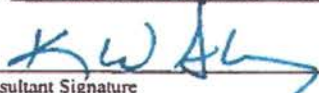
SCOPE OF WORK is hereby changed to read:
See attached Exhibit A – Supplement 3.

TIME FOR BEGINNING AND COMPLETION IS AMENDED to read: Time of completion for this Agreement is June 30, 2019.

PAYMENT shall be amended as follows:
Amendment 3 reflects the additional effort necessary for Windjammer Park construction administration services. The Maximum Amount Payable under this Agreement is increased from \$3,617,500 to \$4,160,700, an addition of \$543,200 for Windjammer Park services, as shown in the attached Exhibit B – Supplement 3.

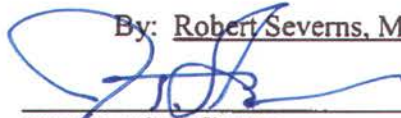
If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: K. Wendell Adams, Vice-President



Consultant Signature

By: Robert Severns, Mayor



Approving Authority Signature
8-22-18

Date

EXHIBIT A – SUPPLEMENT 3
SCOPE OF SERVICES
Construction Administration Consultant
for
Oak Harbor Clean Water Facility & Windjammer Park
City Project No. ENG-16-09 & ENG-17-01 (previously ENG-15-02 & ENG-13-05)

KBA, Inc., the Construction Administration Consultant (Consultant) will continue to provide Construction Administration services to the City of Oak Harbor (Client), for the Project known as the Oak Harbor Clean Water Facility. These services include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project.

Exhibit A – Supplement 3 – Scope of Services adds the following services: Construction Administration services for Windjammer Park.

The original Exhibit A - Scope of Services is still in effect, with the following revisions/additions:

SECTION I

1. Agreement is revised to include Construction Administration services for Windjammer Park. Everything else in this section remains the same.
2. Section I.E.1.a is revised to include the following:
 - o Staffing levels for Clean Water Facility & Windjammer Park services are anticipated in accordance with the budget estimate attached as Exhibit B – Supplement 3, and assumes staff shown will be on-site through the month of June 2019. If services are needed beyond June 2019, a Supplement will be negotiated between Client and Consultant.

Everything else in Section I remains the same.



Project Name: Oak Harbor CWTF/Windjammer
Client Project No.: ENG-15-02
KBA Project No.: 015011-02
Contract Type: Cost Plus Net Fee
Date Prepared: 8/9/2018
Prepared by: K. Adams
Salary Escalator: 4%

| Determination of Hours | Month | Aug-18 | Sep-18 | Oct-18 | Nov-18 | Dec-18 | Jan-19 | Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 |
|------------------------|-------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | Days/Mo | 23 | 20 | 23 | 20 | 20 | 22 | 20 | 21 | 22 | 22 |
| Hrs/Mo | 184 | 160 | 184 | 160 | 160 | 176 | 160 | 168 | 176 | 176 | 160 | |
| Extra Work | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | |
| Adj Hr/Mo | 206 | 179 | 206 | 179 | 179 | 197 | 179 | 188 | 197 | 197 | 179 | |

| Schedule | ESTIMATED WINDJAMMER COST TO COMPLETE | | | | | | | | | | | |
|----------|---------------------------------------|--|--|--------------|--|--|--|--|--|----------|--|--|
| | START-UP | | | CONSTRUCTION | | | | | | CLOSEOUT | | |

KBA Labor Hours

| Employee | Title | 2018 Rate | 2019 Rate | Total Hours | 2018 Total | 2019 Total | Aug-18 | Sep-18 | Oct-18 | Nov-18 | Dec-18 | Jan-19 | Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 |
|----------------------------|------------------------|-----------|-----------|-------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| K. Adams | (M3) Project Manager | \$86.52 | \$89.98 | 168 | 76 | 112 | 4 | 18 | 18 | 18 | 18 | 18 | 18 | 19 | 19 | 19 | 19 |
| Kris Betty | (M5) Principal Advisor | \$105.00 | \$109.20 | 12 | 6 | 6 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Dan Williams | (E6) Resident Eng | \$62.00 | \$64.48 | 1,395 | 633 | 762 | 35 | 144 | 166 | 144 | 144 | 132 | 120 | 126 | 132 | 132 | 120 |
| Chris Bailey | (P4) Admin Specialist | \$40.00 | \$41.60 | 1,327 | 633 | 694 | 35 | 144 | 166 | 144 | 144 | 114 | 104 | 118 | 123 | 123 | 112 |
| Edwin Field | (E4) Inspector | \$49.00 | \$50.96 | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Brian Hanson | (E3) Inspector | \$42.00 | \$43.68 | 424 | 424 | - | - | - | 104 | 160 | 160 | - | - | - | - | - | - |
| Connie Tomlinson | (A4) Contract Admin | \$35.00 | \$36.40 | 22 | 10 | 12 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Wendy Blackwood | (A3) Subcontract Admin | \$33.00 | \$34.32 | 14 | 10 | 4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | - | - | - | - |
| Ian Laursen | (P1) Intern | \$18.00 | \$18.72 | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Stephen Brannen | (T3) Inspector | \$42.24 | \$43.93 | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Subtotal - KBA Labor Hours | | | | 3,381 | 1,791 | 1,590 | 80 | 311 | 458 | 471 | 471 | 269 | 247 | 266 | 277 | 277 | 254 |

Direct Expenses

| Item | Total Costs | 2018 Total | 2019 Total | Aug-18 | Sep-18 | Oct-18 | Nov-18 | Dec-18 | Jan-19 | Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 |
|--|-------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Mileage @ IRS Mileage Rate of \$0.575/mile | \$ 4,650 | 1,850 | 2,800 | 50 | 450 | 450 | 450 | 450 | 450 | 450 | 475 | 475 | 475 | 475 |
| Lodging @ \$65/night | \$ 2,483 | 988 | 1,495 | 27 | 240 | 240 | 240 | 240 | 240 | 240 | 254 | 254 | 254 | 254 |
| Misc. Supplies, Equipment, Postage, Copies | \$ 791 | 315 | 476 | 9 | 77 | 77 | 77 | 77 | 77 | 77 | 81 | 81 | 81 | 81 |
| Subtotal - Direct Expenses | \$ 7,924 | 3,152 | 4,771 | 85 | 767 | 767 | 767 | 767 | 767 | 767 | 809 | 809 | 809 | 809 |

Subconsultant(s)

| Subconsultants | Total Costs | 2018 Total | 2019 Total | Aug-18 | Sep-18 | Oct-18 | Nov-18 | Dec-18 | Jan-19 | Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 |
|---|-------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Geotest Services, Inc. - Materials Testing (not to exceed amount) | \$ 30,000 | 30,000 | - | - | - | 10,000 | 10,000 | 10,000 | - | - | - | - | - | - |
| 5% mark-up on Subconsultant | \$ 1,500 | 1,500 | - | - | - | 500 | 500 | 500 | - | - | - | - | - | - |
| Oxford Engineering | \$ 7,400 | 7,400 | - | 200 | 1,800 | 1,800 | 1,800 | 1,800 | - | - | - | - | - | - |
| 5% mark-up on Subconsultant | \$ 370 | 370 | - | 10 | 90 | 90 | 90 | 90 | - | - | - | - | - | - |
| Subtotal - Subconsultant Costs | \$ 39,270 | 39,270 | - | 210 | 1,890 | 12,390 | 12,390 | 12,390 | - | - | - | - | - | - |

Combined Costs

| Employee | Title | 2018 Rate | 2019 Rate | Total DSC | 2018 Total | 2019 Total | Aug-18 | Sep-18 | Oct-18 | Nov-18 | Dec-18 | Jan-19 | Feb-19 | Mar-19 | Apr-19 | May-19 | Jun-19 | |
|------------------------------|------------------------|-----------|-----------|------------|------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----|
| K. Adams | (M3) Project Manager | \$86.52 | \$89.98 | \$ 16,266 | 6,576 | 9,690 | 346 | 1,557 | 1,557 | 1,557 | 1,557 | 1,557 | 1,557 | 1,644 | 1,644 | 1,644 | 1,644 | |
| Kris Betty | (M5) Principal Advisor | \$105.00 | \$109.20 | \$ 1,260 | 630 | 630 | 210 | 105 | 105 | 105 | 105 | 105 | 105 | 105 | 105 | 105 | 105 | |
| Dan Williams | (E6) Resident Eng | \$62.00 | \$64.48 | \$ 86,465 | 39,221 | 47,244 | 2,170 | 8,928 | 10,267 | 8,928 | 8,928 | 8,184 | 7,440 | 7,812 | 8,184 | 8,184 | 7,440 | |
| Chris Bailey | (P4) Admin Specialist | \$40.00 | \$41.60 | \$ 53,064 | 25,304 | 27,760 | 1,400 | 5,760 | 6,624 | 5,760 | 5,760 | 4,560 | 4,160 | 4,720 | 4,920 | 4,920 | 4,460 | |
| Edwin Field | (E4) Inspector | \$49.00 | \$50.96 | \$ - | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| Brian Hanson | (E3) Inspector | \$42.00 | \$43.68 | \$ 17,808 | 17,808 | - | - | - | 4,368 | 6,720 | 6,720 | - | - | - | - | - | - | |
| Connie Tomlinson | (A4) Contract Admin | \$35.00 | \$36.40 | \$ 770 | 350 | 420 | 70 | 70 | 70 | 70 | 70 | 70 | 70 | 70 | 70 | 70 | 70 | |
| Wendy Blackwood | (A3) Subcontract Admin | \$33.00 | \$34.32 | \$ 462 | 330 | 132 | 66 | 66 | 66 | 66 | 66 | 66 | 66 | - | - | - | - | |
| Ian Laursen | (P1) Intern | \$18.00 | \$18.72 | \$ - | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| Stephen Brannen | (T3) Inspector | \$42.24 | \$43.93 | \$ - | - | - | - | - | - | - | - | - | - | - | - | - | - | |
| Direct Salary Costs | | | | \$ 176,095 | 90,219 | 85,876 | 4,262 | 16,486 | 23,058 | 23,206 | 23,206 | 14,542 | 13,398 | 14,351 | 14,923 | 14,923 | 13,739 | |
| Overhead @ 151.67% | | | | \$ 267,083 | 136,835 | 130,248 | 6,464 | 25,005 | 34,971 | 35,197 | 35,197 | 22,056 | 20,321 | 21,766 | 22,634 | 22,634 | 20,838 | |
| Subtotal (DSC + OH) | | | | \$ 443,178 | 227,053 | 216,125 | 10,726 | 41,491 | 58,029 | 58,403 | 58,403 | 36,598 | 33,720 | 36,117 | 37,556 | 37,556 | 34,577 | |
| Fee (on DSC only) @ 30.00% | | | | \$ 52,828 | 27,066 | 25,763 | 1,279 | 4,946 | 6,917 | 6,962 | 6,962 | 4,363 | 4,020 | 4,305 | 4,477 | 4,477 | 4,122 | |
| Subtotal (DSC + OH + Fee) | | | | \$ 496,007 | 254,119 | 241,888 | 12,005 | 46,437 | 64,946 | 65,365 | 65,365 | 40,961 | 37,739 | 40,422 | 42,033 | 42,033 | 38,698 | |
| Direct Expenses (No Mark-up) | | | | \$ 7,924 | 3,152 | 4,771 | 85 | 767 | 767 | 767 | 767 | 767 | 767 | 767 | 809 | 809 | 809 | 809 |
| Subconsultant(s) + Mark-up | | | | \$ 39,270 | 39,270 | - | 210 | 1,890 | 12,390 | 12,390 | 12,390 | - | - | - | - | - | - | - |
| TOTAL ESTIMATED COSTS | | | | \$ 543,200 | 296,541 | 246,659 | 12,300 | 49,094 | 78,103 | 78,522 | 78,522 | 41,728 | 38,506 | 41,232 | 42,843 | 42,843 | 39,508 | |

*Displayed fields are rounded to the nearest dollar in Excel. Column/Row totals may be over/under by \$1 if checking whole number totals by hand.

CONFIDENTIAL & PROPRIETARY TO KBA, INC.

| | | |
|---|--|------------------------------|
| Professional Services Agreement Amendment Number: 4 | Organization and Address: City of Oak Harbor 865 SE Barrington Drive Oak Harbor, WA 98239 | |
| Original Agreement Title: | Phone: (360) 279-4500 | |
| WWTP Construction Management Services | | |
| Project Number: ENG-16-09 & ENG-17-01 (previously ENG-15-02 & ENG-13-05) | Execution Date 5/05/2015 | Completion Date 3/31/2020 |
| Project Title: City of Oak Harbor Wastewater Treatment Plant | New Maximum Amount Payable \$4,260,700 | |
| Description of Work: Continue to provide construction management services through closeout for the Clean Water Facility, and Windjammer Park. | | |

The Local Agency of City of Oak Harbor desires to supplement the agreement entered into with KBA, Inc. and executed on May 5, 2015 and identified as Professional Services Agreement with KBA, Inc.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

SCOPE OF WORK is hereby changed to read:
No change.

TIME FOR BEGINNING AND COMPLETION IS AMENDED to read: Time of completion for this Agreement changes from June 30, 2019 to March 31, 2020.

PAYMENT shall be amended as follows:
Amendment 4 reflects the additional effort necessary to complete construction management services. The Maximum Amount Payable under this Agreement is increased from \$4,160,700 to \$4,260,700, an addition of \$100,000 as shown in the attached Exhibit B – Supplement 4.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces and return to this office for final action.

By: Kristen M. Overleese, President

Consultant Signature

By: _____

Approving Authority Signature

Date



Project Name: Oak Harbor CWTF/Windjammer

Client Project No.: ENG-16-09 & ENG-17-01
 KBA Project No.: 015011-02
 Contract Type: Cost + Net Fee (on DSC only)
 Date Prepared: 5/16/2019
 Prepared by: K. Adams
 Salary Escalation: 5%

| Determination of Hours | Month | Jul-19 | Aug-19 | Sep-19 | Oct-19 | Nov-19 | Dec-19 |
|------------------------|------------|--------|--------|--------|--------|--------|--------|
| | Days/Mo | 22 | 22 | 20 | 23 | 19 | 21 |
| | Hr/Mo | 176 | 176 | 160 | 184 | 152 | 168 |
| | Extra Work | 12% | 12% | 12% | 11% | 10% | 4% |
| | Adj Hr/Mo | 197 | 197 | 179 | 204 | 167 | 175 |

KBA Labor Hours

EXHIBIT B

| Employee | Title | 2019 Rate | 2020 Rate | Total Hours | 2019 Total | 2020 Total | Schedule | Jul-19 | Aug-19 | Sep-19 | Oct-19 | Nov-19 | Dec-19 |
|----------------------------|------------------------|-----------|-----------|-------------|------------|------------|----------|--------------|-----------|--------|--------|--------|--------|
| | | | | | | | | CONSTRUCTION | CLOSE-OUT | | | | |
| K. Adams | (M4) Project Manager | \$90.00 | \$94.50 | 48 | 48 | - | | 8 | 8 | 8 | 8 | 8 | 8 |
| Amanda Beckwith | (A3) Contract Admin | \$34.60 | \$36.33 | 14 | 14 | - | | 2 | 2 | 2 | 2 | 2 | 4 |
| Dan Williams | (E6) Resident Engineer | \$64.68 | \$67.91 | 52 | 52 | - | | 12 | 8 | 8 | 8 | 8 | 8 |
| Chris Bailey | (P5) Admin Specialist | \$41.00 | \$43.05 | 666 | 666 | - | | 114 | 108 | 108 | 120 | 112 | 104 |
| Subtotal - KBA Labor Hours | | | | 780 | 780 | - | | 136 | 126 | 126 | 138 | 130 | 124 |

Direct Expenses

| Item | Total Costs | 2019 Total | 2020 Total | Jul-19 | Aug-19 | Sep-19 | Oct-19 | Nov-19 | Dec-19 |
|--|-------------|------------|------------|--------|--------|--------|--------|--------|--------|
| Misc: Supplies, Equipment, Copies, Postage | \$ 81 | 81 | - | - | - | - | - | 41 | 40 |
| Subtotal - Direct Expenses | \$ 81 | 81 | - | - | - | - | - | 41 | 40 |

Combined Costs

| Employee | Title | 2019 Rate | 2020 Rate | Total DSC | 2019 Total | 2020 Total | Jul-19 | Aug-19 | Sep-19 | Oct-19 | Nov-19 | Dec-19 |
|------------------------------|------------------------|-----------|-----------|-------------------|----------------|------------|---------------|---------------|---------------|---------------|---------------|---------------|
| K. Adams | (M4) Project Manager | \$90.00 | \$94.50 | \$ 4,320 | 4,320 | - | 720 | 720 | 720 | 720 | 720 | 720 |
| Amanda Beckwith | (A3) Contract Admin | \$34.60 | \$36.33 | \$ 484 | 484 | - | 69 | 69 | 69 | 69 | 69 | 138 |
| Dan Williams | (E6) Resident Engineer | \$64.68 | \$67.91 | \$ 3,363 | 3,363 | - | 776 | 517 | 517 | 517 | 517 | 517 |
| Chris Bailey | (P5) Admin Specialist | \$41.00 | \$43.05 | \$ 27,306 | 27,306 | - | 4,674 | 4,428 | 4,428 | 4,920 | 4,592 | 4,264 |
| Direct Salary Costs | | | | \$ 35,474 | 35,474 | - | 6,239 | 5,735 | 5,735 | 6,227 | 5,899 | 5,640 |
| Overhead (Home) @ 151.67% | | | | \$ 7,287 | 7,287 | - | 1,197 | 1,197 | 1,197 | 1,197 | 1,197 | 1,302 |
| Overhead (Field) @ 151.67% | | | | \$ 46,516 | 46,516 | - | 8,266 | 7,501 | 7,501 | 8,247 | 7,749 | 7,252 |
| Subtotal (DSC + OH) | | | | \$ 89,277 | 89,277 | - | 15,703 | 14,432 | 14,432 | 15,671 | 14,845 | 14,194 |
| Fee (on DSC only) @ 30.00% | | | | \$ 10,642 | 10,642 | - | 1,872 | 1,720 | 1,720 | 1,868 | 1,770 | 1,692 |
| Subtotal (DSC + OH + Fee) | | | | \$ 99,919 | 99,919 | - | 17,574 | 16,153 | 16,153 | 17,539 | 16,615 | 15,886 |
| Direct Expenses (No Markup) | | | | \$ 81 | 81 | - | - | - | - | - | 41 | 40 |
| TOTAL ESTIMATED COSTS | | | | \$ 100,000 | 100,000 | - | 17,574 | 16,153 | 16,153 | 17,539 | 16,656 | 15,926 |

Rounded to nearest whole dollar.

CONFIDENTIAL & PROPRIETARY TO KBA, INC.