

ATTACHMENT**Professional Services for Brightwater Project Oversight****Contract # P43024P****Amendment No. 10**

King County entered into a professional services contract with R.W. Beck, Inc., to provide independent oversight and monitoring of the design and construction of the treatment plant, conveyance facilities, and marine outfall for the Brightwater project in March 2005. Recently B.W. Beck has been acquired and consolidated into SAIC Energy, Environment and Infrastructure, LLC, requiring a novation agreement for this contract.

The attached Amendment No 10 will extend the duration of the contract to May 31, 2013, add \$434,678 to the compensation; amend Scope of Services (Exhibit A); Cost Summary (Exhibit B); Insurance (Exhibit D); Other Forms (Exhibit E); Key Personnel List (Exhibit F); Compensation; Fixed Professional Fee; Lump Sum Other Direct Costs; Non-discrimination, Equal Opportunity and Affirmative Action; and adding Novation Agreement (Exhibit H).

We have followed the standard procedures for the contract amendment, and the amendment was reviewed by the prosecuting attorney and risk management.



King County

Executed in 4 Counterparts
Counterpart No. _____

**AMENDMENT NO. 10 TO CONTRACT NO. P43024P
AGREEMENT FOR PROFESSIONAL SERVICES FOR
BRIGHTWATER PROJECT OVERSIGHT SERVICES**

WHEREAS, King County ("County") has a contract with R.W. Beck, Inc., ("Consultant"), numbered P43024P ("Agreement"), executed on March 10, 2005, to perform certain professional services, including providing independent oversight and monitoring of the design, and at the County's option, the construction of the treatment plant, conveyance facilities and marine outfall elements of the Brightwater Project; and

WHEREAS, on March 24, 2006, the parties executed Amendment No. 1 to the Agreement;

WHEREAS, on March 27, 2007, the parties executed Amendment No. 2 to the Agreement;

WHEREAS, on March 13, 2008, the parties executed Amendment No. 3 to the Agreement;

WHEREAS, on May 2, 2008, the parties executed Amendment No. 4 to the Agreement;

WHEREAS, on July 1, 2008, the parties executed Amendment No. 5 to the Agreement;

WHEREAS, on December 15, 2008, the parties executed Amendment No. 6 to the Agreement;

WHEREAS, on February 27, 2009, the parties executed Amendment No. 7 to the Agreement;

WHEREAS, on December 28, 2010, the parties executed Amendment No. 8 to the Agreement;

WHEREAS, on March 16, 2011, the parties executed Amendment No. 9 to the Agreement;

WHEREAS, Science Applications International Corporation (SAIC) acquired R.W. Beck on August 1, 2009, and is now consolidating R.W. Beck into SAIC Energy, Environment & Infrastructure, LLC (SEE&I);

WHEREAS R.W. Beck, SEE&I and the County intend to execute, as part of this Amendment No. 10, that certain Novation Agreement, attached hereto as Exhibit H to assign and transfer this Agreement from R.W. Beck to SEE&I, as stated more fully therein; and

WHEREAS, the parties wish to amend the Agreement for the purpose of modifying the following provisions and exhibits: Period of Performance; Scope of Work (Exhibit A); Cost Summary (Exhibit B); Insurance (Exhibit D); Non-Discrimination and Other Forms (Exhibit E); Key Personnel List (Exhibit F); Compensation; Fixed Professional Fee; Lump Sum Other

Direct Costs; Non-discrimination, Equal Opportunity and Affirmative Action; and adding Novation Agreement (Exhibit H).

NOW THEREFORE, in accordance with Section 4 of the Agreement, the parties agree to the following modifications contained in this Amendment No. 10 (the "Amendment"):

1. Section 1.A, Period of Performance, is hereby extended to the 31st day of May 2013 unless extended or terminated earlier by the County pursuant to the terms and conditions of this Agreement.
2. Section 2.B.4.a. (2), Substitution of Personnel, delete Exhibit F, Key Personnel, and replace with the attached Exhibit F.
3. The work and services for the Project to be performed by the Consultant pursuant to this Amendment No. 10 are set forth in the attached "Amendment No. 10 Exhibit A Scope of Work," which by this reference is incorporated herein. The Scope of Work detailed in this Amendment No. 10 was anticipated and included within the Request for Proposals for the Brightwater Conveyance Final Design project and/or the contract between the County and Consultant.
4. Delete existing Section 8.A, Compensation, and replace with the following:

Subject to the provisions set forth in this Agreement, the County will pay Consultant on a monthly basis for authorized and satisfactorily completed work and services rendered under this Agreement. Progress payments shall be full compensation for work performed and services rendered, for all supervision, labor, supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals, but in no case shall the total of all progress payments exceed the Total Price as defined herein. The amount to be paid to the Consultant shall be computed as hereinafter set forth; provided, that such payment shall not exceed a maximum amount of **ONE MILLION NINE HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS (\$1,953,737)** ("Total Price").

Within the Total Price, the amount to be paid to the Consultant for work under Amendment No. 10 shall be computed on a cost plus fixed fee basis as set forth in "Amendment No. 10 Exhibit B Cost Summary," which by this reference is incorporated herein. Such payment shall not exceed a maximum amount of **FOUR HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$434,678)** (the "Amendment No. 10 Total Price").

In the event the Consultant incurs costs in excess of the Total Price, or, for work performed under Amendment No. 10, the Amendment No. 10 Total Price, the Consultant shall pay such excess from its own funds and the County shall not be required to pay any part of the such excess and the Consultant shall have no claim against the County on account thereof.

5. Delete existing first sentence in Section 8.B.4, and replace with the following:

Fixed Professional Fee (Profit). The County shall pay a Fixed Professional Fee, which amount shall not exceed a maximum total sum of **ONE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED SIX DOLLARS (\$128,106)** Within that maximum total sum, the County shall pay a Fixed Professional Fee for work performed under Amendment No. 10, which amount shall not exceed a maximum sum of **THIRTY-TWO THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS (\$32,666)**.

6. Delete existing Section 8.B.3.d. Lump Sum Other Direct Costs, in its entirety and replace with the following:

Lump Sum Other Direct Costs. For Amendment 10, the County and Consultant have agreed to a lump sum cost of **ONE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$1,678)**, as set forth in "Amendment No. 10 Exhibit B Cost Summary," which shall be paid in twenty-four (24) equal monthly installments, for all costs associated with the following items:

- (1) Courier Services. The costs for any and all delivery services including but not limited to couriers, mail, UPS delivery, overnight or second day delivery, etc.
- (2) Mileage, and Parking Costs for Local Travel. The costs include mileage and parking for local travel, within the State of Washington.

7. Delete existing Section 11 Non-Discrimination, Equal Opportunity and Affirmative Action in its entirety and replace with the following:

SECTION 11. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- A. Nondiscrimination in Employment and Provision of Services. During performance of this Contract, the Consultant and all parties subcontracting under the authority of this Contract agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. Equal Employment Opportunity Efforts. The Consultant and all parties subcontracting under the authority of this Contract agree to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Consultant's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Consultant agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

C. Equal Benefits to Employees with Domestic Partners. Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Consultant agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Consultant to administrative sanctions and remedies for breach.

1. When the contract is valued at \$25,000 or more, the Consultant shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19), and related administrative rules are incorporated herein by reference. They are also available online at:
http://www.kingcounty.gov/operations/procurement/Services/Equal_Benefits.aspx.

D. Nondiscrimination in Subcontracting Practices. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the Consultant shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations. The Consultant and all parties subcontracting under the authority of this Contract shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Consultant and its subconsultants shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA). Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Consultant agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability.

1. The Consultant agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and

2. The Consultant shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs,

activities and services under their Contract or agreement with the County, the Consultant shall include the requirement that the subconsultant provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16, that the subconsultant shall not discriminate against persons with disabilities in providing the work under the Contract and that the subconsultant shall provide that the County is a third party beneficiary to that required provision.

G. Sanctions for Violations. Any violation of the requirements of the provisions of this Section 11 shall be a material breach of contract, which may result in termination of this Contract or such other remedy as the County deems appropriate, including but not limited to damages or withholding payment, cancellation or suspension, in whole or in part, of the Contract by the County, or invoking the enforcement provisions of King County Code 12.16 that provide for penalties, liquidated damages or other remedies, and may result in ineligibility for County contracts.

H. Record-keeping Requirements and Site Visits. The County may visit, after reasonable notice, the Project Site, and Consultant and subconsultant offices to review records related to the solicitation, utilization, and payment to subconsultants and suppliers. This provision includes compliance with any other requirements of this Section. The Consultant shall provide all reasonable assistance requested by King County during such visits. The Consultant shall maintain, for at least 6 years after completion of all work under this Contract, and permit access by the County to the following:

1. Records, including but not limited to written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payment to subconsultants and suppliers on this Contract, including but not limited to data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and

2. The Consultant shall make the foregoing records available to King County for inspection and copying upon request. If this Contract involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.

I. Assistance with the Requirements of this Section. Obtain copies of KCC 12.16, 12.17, 12.18 and 12.19 at the following link:

http://your.kingcounty.gov/mkcc/clerk/code/15_Title_12.pdf.

1. Address questions related to this Section 11 by contacting King County Business Development and Contract Compliance (BDCC) Section at the address below. Please include the contract number in all correspondence.

King County Business Relations and Economic Development
Business Development and Contract Compliance Section
Mail Stop: CNK-ES-0350
401 Fifth Avenue
Seattle, WA 98104

8. Novation Agreement. Attached hereto as Exhibit H and incorporated by this reference is that certain Novation Agreement between the County, R.W. Beck and SEE&I. SAIC acquired R.W. Beck on August 1, 2009, and is now consolidating R.W. Beck into SEE&I. The Novation Agreement assigns and transfers the Agreement from R.W. Beck to SEE&I, as stated more fully therein. The term "Consultant" as used in this Agreement shall refer to SEE&I. For this Amendment and all future work, any notice required to be given under the terms of this Agreement to the Consultant shall be directed to:

SAIC Energy, Environment, & Infrastructure, LLC
1001 Fourth Avenue, Suite 2500
Seattle WA 98154-1004

Attn: Arthur J. Griffith

9. Updated Insurance Forms. In accordance with Section 3 of Exhibit H, Novation Agreement, Exhibit D is hereby amended to add the following updated insurance and endorsement forms:

- (1) Endorsed Additional Insured – Business Auto Coverage Form
- (2) Endorsed Additional Insured – Commercial Liability Coverage Form
- (3) Certificate of Liability Insurance – Professional Liability
- (4) Certificate of Liability Insurance – Casualty

10. Other Forms. In accordance with Section 3 of Exhibit H, Novation Agreement, delete existing Exhibit E- Non-Discrimination and Other Forms in its entirety and replace with the attached Exhibit E- Other Forms, to include the following:

- (1) King County Consultant Disclosure Form, Department of Executive Services, Board of Ethics
- (2) Form W-9, Request for Taxpayer Identification Number and Certification

11. All other terms and conditions of the Agreement are to remain in full force and effect.

In witness whereof, the parties hereto have accepted this Amendment No. 10, which will become effective upon execution by the County.

KING COUNTY

**SAIC Energy, Environment &
Infrastructure LLC**

By: _____

By: _____

The Honorable Larry Gossett
Chair, Metropolitan King County Council

Title: _____

DATE: _____

DATE: _____

EXHIBIT A – SCOPE OF WORK

Amendment No. 10

Exhibit A

SCOPE OF WORK

Brightwater Project Oversight Services

(Contract No. P43024)

Consistent with its 2007 *Priorities for People* budget goals, the King County Council established an independent capital project oversight function in the King County Auditor's Office (KCAO) for the Brightwater Project and three other large capital projects. Three primary objectives were identified in the authorizing budget legislation to strengthen the Brightwater Project's performance and accountability to provide:

- Independent, legislative oversight to control project overruns and unforeseen increases in project scopes, schedules, or budgets.
- Regular reports to the County Council and public to ensure sufficient and timely information is available on project performance and status.
- Assurance that the County Council is immediately notified of significant changes to the project, or of any related emergent issues, that have the potential to impact the project scope, schedule, or budget.

King County ("County") has a contract with SAIC Energy, Environment & Infrastructure, LLC ("Consultant"), numbered P43024P ("Agreement"), originally executed on March 10, 2005 with R.W. Beck, Inc., who was acquired by SAIC in 2009, and consolidated into SAIC Energy, Environment & Infrastructure, LLC in March 2011, to perform certain professional services, including providing independent oversight and monitoring of the design, and at the County's option, the construction of the treatment plant, conveyance facilities, and marine outfall elements of the Brightwater Project ("Project"). The Project is nearing completion. As of January 2011, the treatment plant was 96 percent complete and the conveyance system was 91 percent complete. This Exhibit A contains the Scope of Work for the Agreement, as amended by Amendment No. 10, recognizing Consultant's unique qualifications and experience to continue serving as the oversight monitoring consultant through May 31, 2013.

Task 100 Contract Administration and Management

During the construction phase through May 2013 (or longer if further amended), the Consultant shall organize, manage, and coordinate the services required to accomplish work defined in this Scope of Work. The Consultant shall manage activities such that drafts of all deliverables are available with adequate lead time for internal KCAO review, and Wastewater Treatment Division (WTD) review, and review by legal counsel or others, as necessary. Management activities shall include the following:

1. Preparation of monthly consultant activity reports, including descriptions of work accomplished by Consultant and subconsultants, work in progress, planned work, schedule updates on all active task items, and funds expended to date.

2. Project team management, coordination with and quality control of subconsultant work.
3. Meet with the Project Representative or hold phone conferences on average once per month, assuming two consultants for up to two hours per meeting for the duration of the period of performance of this Agreement.
4. Consultant will confer with the Project Representative as necessary and in advance to clarify understanding, define limitations, or resolve questions, if any, regarding the approach, focus, and content of Consultant's work and required deliverables

Deliverables

Monthly oversight work activity reports - up to 24

Task 200 BW Project Overview Report (POR)

This task has been completed and has been closed.

Task 300 Design Phase Submittal Status Review

This task has been completed and has been closed.

Task 400 Additional Work Activities

At the request of the Project Representative, the Consultant will conduct additional work related to construction project monitoring. Work under this task is to address unplanned and critical work activities that arise during the course of construction project monitoring, or potential work activities that may be currently contemplated but for which the ultimate need or scope is not known at this time. The work described under this task is not guaranteed. Any work under this task requires specific prior written authorization from the Project Representative. Written authorization may be granted only after the Consultant submits both a written scope and costs for the additional work, which is reviewed and specifically negotiated by the Project Representative. Such work may include preparation of special reports or detailed study to meet the needs of the County, beyond what is contained in Tasks 600 and 700 on issues such as:

- Preparation of unique cost or other project comparisons for forecasting purposes;
- Additional presentations or meetings;
- Evaluation of deviations from the planned project "time to complete", and "cost to complete;"
- Monitoring and evaluation of various risks to project schedule, budget, quality, and scope during the construction phase, which may include the County's risk assessments including any risk mitigation planning conducted by the County;
- Advance planning for post-project review; and
- Other oversight activities needed to respond to project developments.

This task may also include preparation of responses to address questions or additional issues raised by the Government Accountability and Oversight Committee (GAOC), or Regional Water Quality Committee (RWQC) or other council committees regarding the quarterly reports or presentations that require in excess of eight (8) hours of labor.

Deliverables

Written reports covering requested additional analyses and presentation at meetings as requested.

Task 500 Quarterly Design Status Reports and Presentations

This task has been completed and has been closed.

Task 600 Construction Phase Status Monitoring

1. The Consultant will prepare an agenda and draft a monthly report and assist or lead, as requested, a monthly meeting with executive and legislative branch staff. The purpose of this meeting is to provide ongoing reporting of project status. The Project Representative together with WTD staff will organize these meetings and arrange to have all appropriate staff present.

The Consultant will also conduct periodic phone calls with the Project Representative as needed to provide the Project Representative with notice of emerging issues or additional clarifying information necessary to prepare for the meetings.

2. The Consultant shall review the following project reports and documents:
 - Monthly Brightwater Program Report
 - Monthly CM Report for Conveyance
 - Monthly CM Report for Treatment Plant
 - Monthly Schedule Reports
 - BT-3C project monthly status report (required by County Council Motion 13188)
 - Annual Trend Report
 - And other relevant reports as they become available.
3. The Consultant shall conduct a monthly conference call with executive branch staff assigned to Brightwater oversight liaison duties and key Treatment Plant and Conveyance staff.
4. The Consultant will use its previously developed monthly report form, modified as needed and mutually agreed to by the Consultant and Project Representative, to monitor issues and status and to support the monthly meetings identified in item 1 above.
5. The Consultant shall monitor the status of project costs and project risk registers. This monitoring will specifically include:
 - Monitoring estimated vs. actual costs for specific construction contracts based on contractor payment requests and change orders;
 - Monitoring non-construction costs; and
 - Monitoring of testing and startup.

This scope of work anticipates that WTD will continue to identify any significant risk (i.e., events potentially affecting public or worker safety or major equipment problems) and notify the Consultant's Project Manager in a timely manner and will continue to provide project risk register updates on a regular basis for review by the Consultant.

In addition, the Consultant will review updated trend report estimates of costs prepared by the County annually to determine which cost elements have changed, the reasons for the change, and the basis for the magnitude of the changes. The Consultant will provide its analysis in a report to the county.

6. The Consultant shall monitor the status of the project construction schedule for each construction contract and monitor the schedule for the overall project. This monitoring will specifically include:
 - Quarterly review of schedule updates for each active construction contract for significant schedule changes (with reasons for changes);
 - Monthly review of master overview schedule (high-level) with special attention to critical integration points between the various construction contracts; and
 - Conference calls between the Consultant or subconsultant and appropriate WTD staff shall be conducted as necessary to clarify understanding of the schedule.
7. The Consultant will conduct site visits at approximately three-month intervals. Site visits by the subconsultants will occur if needed, estimated to be no more than two visits per year in 2011 and one in 2012 and only if mutually agreed by County and Consultant as necessary. As much as practical, these site visits will be timed to coincide with critical construction activities and other meetings and briefings with County staff and Council. When scheduling a site visit, the Consultant shall request, in advance, the Brightwater staff desired to meet with on site. The County will make reasonable efforts to accommodate the request or provide staff substitutions to address the specific project information needed. The Consultant shall make site visit arrangements directly with WTD and shall notify the Project Representative if Brightwater staff availability does not meet the Consultant's needs.

Deliverables

- Agendas for monthly oversight meeting – up to 24
- Monthly Draft Reports to Project Representative and WTD in advance of the meeting identified in item 1 above – up to 24
- Presentation of summary information from draft monthly report at the monthly meeting identified in item 1 above – up to 24
- Annual evaluation report of WTD cost trend updates – 2

At the direction of the Project Representative, the number of meetings and draft reports may be reduced.

Task 700 Quarterly Construction Status Reports and Presentations

The Consultant shall prepare quarterly reports and presentations for submission to the GAOC and the RWQC. Specific work under this task shall include:

1. The Consultant shall prepare a quarterly OMC Status Report Template which will include a summary of key project status indicators including but not limited to: schedule, budget, contract status, etc.
2. The Consultant shall prepare a draft, final draft, and final quarterly report focused on the current status of the Project. The draft will be provided to Project Representative and WTD for review. The Consultant will attend one, 3-hour meeting per quarterly report with County staff as arranged by the Project Representative to review the report and receive

comments. The Consultant will then prepare a final report that will be delivered to GAOC by KCAO and to the RWQC by council staff. The report will focus on:

- Overall Project budget summary;
- Overall Project and contingency expenditures and variance from baseline budget;
- Overall Project schedule status and variance from baseline schedule; and
- More detailed information on any current topic important for understanding of Project cost or schedule status.

3. Conduct up to eight (8) quarterly report presentations for County Council at the GAOC, RWQC, or other council committee upon request.
4. The Consultant shall prepare a PowerPoint presentation, where useful in presenting the information and shall respond to inquiries during the presentation or follow up to inquiries as needed. Each follow-up action will be discussed with the Project Representative and a draft response prepared for review by the Project Representative, WTD, and others, as directed. Final approval from the Project Representative shall be obtained prior to transmittal to County Council. The Consultant and Project Representative shall establish mutually agreed upon response times and work in good faith to respond to County Council as soon as possible following the inquiry, within one week, where possible. Work required for follow-up that exceeds eight hours of Consultant effort will be scoped and funded using Task 400.

Deliverables

Schedule for deliverables to be coordinated with actual committee schedules and requests for presentations:

- Draft quarterly report – up to 8
- Final draft quarterly report – up to 8
- Final quarterly report – up to 8
- Presentation for quarterly report – up to 8
- Written response to questions/issues – as required

At the direction of the Project Representative, the number of reports and presentations may be reduced.

EXHIBIT B – COST SUMMARY

Exhibit B - Cost Summary by Task
Brightwater Project Oversight Monitoring Consultant Services
 Contract #: PA3024P
 Amendment #: 10

TASKS / FIRMS	Hours	LABOR EXPENSES				FEE	ESCALATION	LABOR SUBTOTAL	APC		ODC	TOTAL PRICE
		Total Direct & Indirect Labor Costs	Total Indirect Labor Costs	Direct + Indirect Labor Costs	Fee on Direct/Indirect				Direct + Indirect + Escalation Rate	Escalation Amount		
1 Task 100 - Contract Administration and Management												
SALIC EE & I	218	\$5,243.08	180.58%	\$9,467.94	\$14,711.02	10.00%	\$1,471.10	\$16,690.79	\$0.00	\$0.00	\$0.00	\$16,690.79
Subtotal, Task 0	218	\$5,243.08		\$9,467.94	\$14,711.02		\$1,471.10	\$16,690.79	\$0.00	\$0.00	\$0.00	\$16,690.79
4 Task 400 - Additional Work Activities												
SALIC EE & I	170	\$8,462.20	180.58%	\$14,738.50	\$22,901.50	10.00%	\$2,290.15	\$25,191.65	3.00%	\$1,269.51	\$0.00	\$26,461.16
Helmes & Co. LLC	32	\$5,715.20	0.00%	\$0.00	\$5,715.20	0.00%	\$0.00	\$5,715.20	0.00%	\$0.00	\$0.00	\$5,715.20
Helton Mohl MacDonald	0	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Subtotal, Task 0	202	\$13,877.40		\$14,738.50	\$28,616.70		\$2,290.15	\$30,906.85		\$1,269.51	\$0.00	\$32,176.36
6 Task 600 - Construction Phase Status Monitoring												
SALIC EE & I	1,985	\$71,095.08	180.58%	\$128,329.32	\$199,384.40	10.00%	\$19,938.44	\$219,322.84	3.00%	\$5,484.97	\$0.00	\$224,807.81
Helmes & Co. LLC	95	\$16,827.00	0.00%	\$0.00	\$16,827.00	0.00%	\$0.00	\$16,827.00	0.00%	\$0.00	\$0.00	\$16,827.00
Helton Mohl MacDonald	70	\$15,750.00	0.00%	\$0.00	\$15,750.00	0.00%	\$0.00	\$15,750.00	0.00%	\$0.00	\$0.00	\$15,750.00
Subtotal, Task 0	1,750	\$103,672.08		\$128,329.32	\$232,111.40		\$19,938.44	\$252,050.94		\$5,484.97	\$0.00	\$257,535.91
7 Task 700 - Quarterly Construction Status Reports & Presentations												
SALIC EE & I	685	\$31,562.64	180.58%	\$57,700.08	\$89,652.72	10.00%	\$8,965.27	\$98,617.99	3.00%	\$3,581.73	\$0.00	\$102,199.72
Helmes & Co. LLC	0	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Helton Mohl MacDonald	685	\$31,562.64	0.00%	\$57,700.08	\$89,652.72	0.00%	\$0.00	\$89,652.72	0.00%	\$3,581.73	\$0.00	\$93,234.45
Subtotal, Task 0	685	\$31,562.64		\$57,700.08	\$89,652.72		\$8,965.27	\$98,617.99		\$3,581.73	\$0.00	\$102,199.72
Subtotal, All Tasks	2,836	\$154,855.20		\$270,236.64	\$385,091.84		\$32,665.96	\$397,757.80		\$10,824.87	\$408,582.68	\$408,582.68
Lump Sum ODC											\$24,417.14	\$432,999.82
TOTAL	2,836	\$154,855.20		\$270,236.64	\$385,091.84		\$32,665.96	\$397,757.80		\$10,824.87	\$408,582.68	\$432,999.82

These cells are not to be used

Exhibit B - Cost Summary by Firm
Brightwater Project Oversight Monitoring Consultant Services
Project Title: P43024P
Contract #: 10
Amendment #: 10

These cells are not to be used

Names of CONSULTING FIRMS	% of Total Cost	LABOR EXPENSES										INVOICED		TOTAL PRICE			
		Hours	Total Direct & Indirect Labor Costs	Overhead Rate	Total Indirect Labor Costs	Direct + Indirect Labor Costs	Fee Percentage	Fee on Direct+Indirect	Direct + Indirect + Fee	Escalation Rate	Escalation Amount	Escalated Direct + Indirect TOTAL LABOR COST	APC Rate	APC Amount	Labor Total w/ Direct + Indirect + Fee + APC	Included Other Direct Costs	TOTAL LABOR + ODC = TOTAL BUDGET
SMC EE & I	90.1%	2,639	\$110,423.00	180.58%	\$210,236.64	\$396,656.64	10.00%	\$39,665.96	\$436,322.60	3.00%	\$10,824.87	\$447,147.47	\$0.00	\$0.00	\$447,147.47	\$20,025.88	\$467,173.35
Helmus & Co. LLC	5.9%	127	\$22,882.20	0.00%	\$0.00	\$22,882.20	0.00%	\$0.00	\$22,882.20	0.00%	\$0.00	\$22,882.20	\$0.00	\$0.00	\$22,882.20	\$1,530.42	\$24,412.62
Hatch Mott MacDonald	4.3%	70	\$15,750.00	0.00%	\$0.00	\$15,750.00	0.00%	\$0.00	\$15,750.00	0.00%	\$0.00	\$15,750.00	\$0.00	\$0.00	\$15,750.00	\$2,860.84	\$18,610.84
SubTotal	100.0%	2,836	\$154,855.20	0.00%	\$210,236.64	\$385,091.84	0.00%	\$39,665.96	\$424,757.80	0.00%	\$10,824.87	\$435,582.68	\$0.00	\$0.00	\$435,582.68	\$24,412.14	\$460,000.00
Lump Sum ODC		2,836	\$154,855.20		\$210,236.64	\$385,091.84		\$39,665.96	\$424,757.80		\$10,824.87	\$435,582.68	\$0.00	\$0.00	\$435,582.68		\$435,582.68
TOTAL																	\$434,677.66

Information for this contract or amendment.

EXHIBIT B - Invoiced Other Direct Costs (ODC)
Project Title: Brightwater Project Oversight Monitoring

Contract #: P43024P

Amendment #: 10

Note: Invoiced ODC are those costs for which the Consultant will have a receipt for actual costs such as for large-scale printing jobs, city-to-city travel and an estimated unit cost entered at the bottom, and the number of units for each

Phase or Subtask #	Task or Subtask #	PHASES / TASKS / SUBTASKS TITLES	12				12				12			
			Air Travel (including Change Fees)	Seattle Trip	Day	Ground Transportation - assumed round trip tax or lesser cost	Hotel	Change fee for air travel	Air Travel (including Change Fees)	Seattle Trip	Day	Ground Transportation - assumed round trip tax or lesser cost	Hotel	Change fee for air travel
			Sub #1's Total Invoiced ODC	Sub #2's Total Invoiced ODC	Sub #3's Total Invoiced ODC	Sub #4's Total Invoiced ODC	Sub #5's Total Invoiced ODC	Sub #6's Total Invoiced ODC	Sub #7's Total Invoiced ODC	Sub #8's Total Invoiced ODC	Sub #9's Total Invoiced ODC	Sub #10's Total Invoiced ODC	Sub #11's Total Invoiced ODC	Sub #12's Total Invoiced ODC
1	0	Task 100 - Contract Administration and Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	0	Task 400 - Additional Work Activities												
4	1	Unplanned and critical work activities requiring prior written v	\$1,530.42	\$1,530.42	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00
Subtotal			\$1,530.42	\$1,530.42	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00
6	0	Task 600 - Construction Phase Status Monitoring												
6	1	Construction Phase Status Monitoring - RWB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	1	Construction Phase Status Monitoring - Helmes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	1	Construction Phase Status Monitoring - HMM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	0	Task 700 - Quarterly Construction Status Reports &												
7	1	Quarterly Reports & Presentations - RWB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$1,530.42	\$1,530.42	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00
			\$1,530.42	\$1,530.42	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00
			\$1,530.42	\$1,530.42	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00	\$71.00	\$80.00	\$168.71	\$200.00	\$700.00

EXHIBIT B - Invoiced Other Direct Costs (ODC) Detail
Project Title: Brightwater Project Oversight Monitoring Consultant Services
Contract #: PA3024P
Amendment #: 10

INPUT WORKSHEET

Colored cells are for input of data. Only enter infor
 White cells contain formulas to total data; do not en
 These cells are not to be used.

Note: Invoiced ODC are those costs for which the Consultant will have a receipt from an independent company for goods or services. These expenses are documented with receipts for actual costs such as for large-scale printing jobs, city-to-city travel, laboratory tests, drilling, etc. Each specific type of cost should be itemized on this sheet with an estimated unit cost entered at the bottom, and the number of units for each task/subtask entered in the cells corresponding to the subtask.

Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS TTLES	Total Invoiced ODC
1	0	Task 100 - Contract Administration and Management	\$0.00
		Subtotal	\$0.00
4	0	Task 400 - Additional Work Activities	\$4,391.26
		Subtotal	\$4,391.26
6	0	Task 600 - Construction Phase Status Monitoring	\$8,592.52
		Subtotal	\$8,592.52
7	0	Task 700 - Quarterly Construction Status Reports & Presentations	\$11,443.36
		Subtotal	\$11,443.36
		TOTAL	\$24,417.14

SAIC EE & I	Primes' Total Invoiced ODC	Per Seattle Trip	Per event of need to change air travel destination	Per Day	Per Seattle Trip	Per Night
	\$0.00	0	0	0	0	0
	\$0.00	0	0	0	0	0

SAIC EE & I	Primes' Total Invoiced ODC	Per Seattle Trip	Per event of need to change air travel destination	Per Day	Per Seattle Trip	Per Night
	\$0.00	0	0	0	0	0
	\$0.00	0	0	0	0	0

SAIC EE & I	Primes' Total Invoiced ODC	Per Seattle Trip	Per event of need to change air travel destination	Per Day	Per Seattle Trip	Per Night
	\$8,592.52	6	3	18	6	12
	\$0.00					
	\$8,592.52	6	3	18	6	12

SAIC EE & I	Primes' Total Invoiced ODC	Per Seattle Trip	Per event of need to change air travel destination	Per Day	Per Seattle Trip	Per Night
	\$11,443.36	8	4	24	8	16
	\$11,443.36	8	4	24	8	16

SAIC EE & I	Primes' Total Invoiced ODC	Per Seattle Trip	Per event of need to change air travel destination	Per Day	Per Seattle Trip	Per Night
	\$20,025.88	14	7	42	14	28

ODC Estimated Unit Cost						
Total ODC	\$20,025.88	\$9,800.00	\$1,400.00	\$2,982.00	\$1,120.00	\$4,723.88

EXHIBIT B - Fees and Multi-Year Escalation of Labor Costs
INPUT WORKSHEET
Projects Title: Bighwater Project Oversight Monitoring Consultant Services
Contract #: P43024P
Amendment #: 10

Note: The escalation of labor costs depends on (a) the Basis Year for the firm's hourly labor rate (entered on the LOE Detail input sheet) and (b) the year(s) in which work will occur on this project, entered on this spreadsheet. As an example, if a firm's Basis Year for the hourly labor rates is 2004, and - for a particular task - 50% of the hours will be worked in 2004 and 50% will be worked in 2005, then the 2004 wages will not be escalated and the 2005 wages will be escalated for 1 Year by the % entered on the LOE Detail input sheet.

TASKS / FIRMS TASK TITLES / CONSULTING FIRMS	Summary of Inputs					Escalated Total	Year:					
	Total Direct + Indirect Labor Cost	Escalation Rate	Fee %	Basis Year for Salaries	Direct + Indirect + Fee Labor Cost		1st Year % of Hours to be Used	1st Year (Escalated) Direct + Indirect + Fee Labor Costs	2nd Year % of Hours to be Used	2nd Year Escalated Direct + Indirect + Fee Labor Costs	3rd Year % of Hours to be Used	3rd Year Escalated Direct + Indirect + Fee Labor Costs
1 0 Task 100 - Contract Administration and Management SAC EE & I	\$14,711.02	3.00%	10.00%	2011	\$16,182.12	\$16,690.79	22%	\$3,660.07	92%	\$8,667.14	26%	\$4,463.58
Subtotal, Task 0	\$14,711.02				\$16,182.12	\$16,690.79		\$3,660.07		\$8,667.14		\$4,463.58
4 0 Task 400 - Additional Work Activities SAC EE & I Hennes & Co, LLC Hatch Mori Macdonald	\$22,901.50 \$5,715.20 \$0.00	3.00% 0.00% 0.00%	10.00% 0.00% 0.00%	2011	\$25,191.65 \$5,715.20 \$0.00	\$26,461.16 \$5,715.20 \$0.00		\$0.00 \$0.00 \$0.00	34% 34% 0%	\$8,822.12 \$1,945.17 \$0.00	69% 69% 0%	\$17,699.04 \$3,772.03 \$0.00
Subtotal, Task 0	\$28,616.70				\$30,906.85	\$32,176.36		\$0.00		\$10,765.28		\$21,411.07
6 0 Task 600 - Construction Phase Status Monitoring SAC EE & I Hedines & Co, LLC Hatch Mori Macdonald	\$199,294.40 \$16,987.00 \$15,750.00	3.00% 0.00% 0.00%	10.00% 0.00% 0.00%	2011	\$219,333.84 \$16,987.00 \$15,750.00	\$224,828.81 \$16,987.00 \$15,750.00		\$7,478.88 \$4,072.08 \$7,402.50	34% 24% 47%	\$14,973.51 \$4,072.08 \$8,247.50	49% 50% 53%	\$10,697.79 \$9,489.50 \$8,247.50
Subtotal, Task 0	\$232,111.40				\$252,050.84	\$257,545.81		\$86,048.09		\$177,528.79		\$43,995.94
7 0 Task 700 - Quarterly Construction Status Reports & Presentations SAC EE & I	\$89,652.72	3.00%	10.00%	2011	\$98,617.99	\$102,169.72	16%	\$15,778.88	49%	\$49,772.50	35%	\$36,618.34
Subtotal, Task 0	\$89,652.72				\$98,617.99	\$102,169.72		\$15,778.88		\$49,772.50		\$36,618.34
TOTAL	\$365,091.94				\$397,757.80	\$408,582.68		\$105,387.03		\$196,733.72		\$105,461.93

Colored cells are for input of data
 White cells contain formulas to total data; do not enter data into the white cells.
 These cells are not to be used

For each task, enter
 year work is
 starting.

EXHIBIT B - Level of Effort (LOE) Detail

Project Title: **Brightwater Project Oversight Monitoring Construction**
 Contract #: **P43024P**
 Amendment #: **10**

For use for input of data.
 (b) Formulas to total data; do not enter data into the white cells.
 Information related to this RFP, contract or amendment.

PHASES / TASKS / SUBTASKS	Helmets & Co. LLC	Project Manager	Hatch Mott MacDonald	Project Manager	Dave Young
PHASES / TASKS / SUBTASKS TITLES	SUB #1's Total Labor Hours	SUB #1's Direct Labor Cost	SUB #2's Total Labor Hours	SUB #2's Direct Labor Cost	SUB #2's Total Labor Cost

Task 100 - Contract Administration and Management					
1	1.00	0	\$0.00	\$0.00	\$0.00
Subtotal		0	\$0.00	\$0.00	\$0.00

Task 400 - Additional Work Activities					
4	1.00	32	\$5,715.20	\$5,715.20	\$0.00
Subtotal		32	\$5,715.20	\$5,715.20	\$0.00

Task 600 - Construction Phase Status Monitoring					
6	1.00	0	\$0.00	\$0.00	\$0.00
6	1.00	95	\$16,967.00	\$16,967.00	\$0.00
6	1.00	0	\$0.00	\$0.00	\$15,750.00
Subtotal		95	\$16,967.00	\$16,967.00	\$15,750.00

Task 700 - Quarterly Construction Status Reports & Presentations					
7	1.00	0	\$0.00	\$0.00	\$0.00
Subtotal		0	\$0.00	\$0.00	\$0.00

TOTAL	127	\$22,682.20	\$22,682.20	127	70	\$15,750.00	\$15,750.00
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Reflects total hours. Does not reflect the Total Price.

Direct Labor Rate Per Hour	\$178.60	Direct Labor Rate Per Hour	\$178.60
Overhead Rate	0.00%	Overhead Rate	0.00%
Total Labor Cost	\$22,682.20	Total Labor Cost	\$22,682.20
Total Direct Labor Cost	\$22,682.20	Total Direct Labor Cost	\$22,682.20
Fee %	0.00%	Escalation %	0.00%
Escalation %	0.00%	APFC Rate	\$0.00
APFC Rate	\$0.00	APFC Rate	\$0.00
CFC %	0.00%	CFC %	0.00%

Colored cells =
 White cells =
 Only enter info

Phase or Task #	Task or Subtask #	PHASES / TASKS / SUBTASKS	FIRMS & STAFF	% of Total Labor Hours	Total Direct & Indirect Labor Cost by Task	Total Hours All Firms
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SAC FE & I	Firm's Total Labor Hours	Firm's Direct Labor Cost	Firm's Total Labor Cost	Project Manager / Analyst	Senior Consultant	Civil Engineer	Administrative Assistant	Construction Manager
	218	\$5,243.08	\$14,711.02	2%	0	0	193	0
	218	\$5,243.08	\$14,711.02	2%	0	0	193	0

Task 100 - Contract Administration and Management						
1	1.00	Contract Administration and Management		8%	\$14,711.02	218
					Subtotal	218

218	\$5,243.08	\$14,711.02	2%	0	0	193	0
218	\$5,243.08	\$14,711.02	2%	0	0	193	0

Task 400 - Additional Work Activities						
4	1.00	Inspected and Critical Work Activities Requiring prior Written Work Order Approval		7%	\$20,916.70	202
					Subtotal	202

170	\$0,162.20	\$22,901.90	7%	0	0	10
170	\$0,162.20	\$22,901.90	7%	0	0	10

Task 600 - Construction Phase Status Monitoring						
6	1.00	Construction Phase Status Monitoring - RWB		56%	\$199,394.40	1,585
6	1.00	Construction Phase Status Monitoring - Helms		3%	\$16,887.00	55
6	1.00	Construction Phase Status Monitoring - HMM		2%	\$15,790.00	70
					Subtotal	1,750

1,585	\$71,095.08	\$199,394.40	56%	0	0	50
0	\$0.00	\$0.00	3%	0	0	0
0	\$0.00	\$0.00	2%	0	0	0
1,585	\$71,095.08	\$199,394.40	56%	0	0	50

Task 700 - Quarterly Construction Status Reports & Presentations						
7	1.00	Quarterly Reports & Presentations - RWB		23%	\$99,652.72	659
					Subtotal	659

659	\$31,852.64	\$99,652.72	23%	0	0	0
659	\$31,852.64	\$99,652.72	23%	0	0	0

TOTAL 100% \$36,097.84 2,281

Reflects total hours. Does not reflect the Total Price.

Direct Labor Rate
 Overhead Rate
 Total Rate Per Hour
 Total Labor Cost
 Total Direct Labor Cost

Direct Labor Rate Per Hour	\$54.25	\$66.00	\$28.90	\$20.19	\$85.00
Overhead Rate	180.58%	\$97.96	\$119.18	\$52.19	\$35.45
Total Rate Per Hour	\$162.24	\$165.18	\$81.09	\$72.38	\$120.45
Total Labor Cost	\$326,659.84	\$137,322.92	\$83,887.41	\$10,804.95	\$182,331.12
Total Direct Labor Cost	\$116,423.00	\$49,942.52	\$29,988.00	\$29,795.50	\$3,900.00

EXHIBIT D – INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of
Policy No. CA 430-94-15 issued to SAIC, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

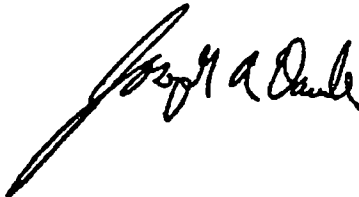
BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

"Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person or organizations liability arising out of the use of a covered "auto".

- I. **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. – Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2011 forms a part of
Policy No. GL 440-62-61 issued to SAIC, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURG, PA

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

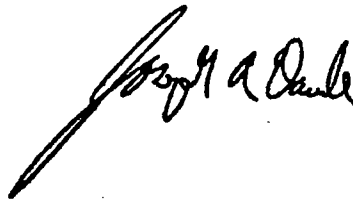
This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Marsh Risk & Insurance Services Attn: Barbara Llewellyn (213.346 5102) CA License #0437153 777 South Figueroa Street Los Angeles, California 90017	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	EMAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SAIC Energy, Environment & Infrastructure, LLC , A wholly owned subsidiary of SAIC One Benham Place Oklahoma City, Oklahoma 73114	INSURER A: Underwriters at Lloyd's London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability including CPL			QF026610 - Claims Made A.F. Beazley #623 & 2623	06/30/2010	06/30/2011	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Prior Acts Date = Feb. 3, 1969

CERTIFICATE HOLDER**CANCELLATION**

King County Auditor's Office
 King County Courthouse
 Attn: Tina J. Rogers, P.E; Capital Projects Oversight Manager
 516 Third Avenue, Room W1033
 Seattle, WA 98104-3272

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

AUTHORIZED REPRESENTATIVE

James L. Vogel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Marsh Risk & Insurance Services Attn: Barbara Llewellyn (213.346.5102) CA License #0437153 777 South Figueroa Street Los Angeles, California 90017	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	EMAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED SAIC Energy, Environment & Infrastructure, LLC, A wholly owned subsidiary of SAIC One Benham Place Oklahoma City, Oklahoma 73114		INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A: National Union Fire Ins Co. of Pittsburgh PA 19445
		INSURER B: New Hampshire Insurance Company 23841
		INSURER C: Insurance Company of the State of PA 19429
		INSURER D: N/A
		INSURER E: N/A
		INSURER F: N/A

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL 440-62-61	04/01/11	04/01/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA 430-94-15 (AOS) CA 430-94-16 (VA) CA 430-94-17 (MA)	04/01/11	04/01/12	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			25030246	04/01/11	04/01/12	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$
B C B B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 061-967-336(AOS) WC 061-967-337(CA) WC 061-967-338 (FL) WC 061-967-339(TX) WC 061-967-340(WI,WY) WC 061-967-341(MA)	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$3,000,000 E.L. DISEASE - EA EMPLOYEE \$3,000,000 E.L. DISEASE - POLICY LIMIT \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder, its officers, officials, employees and/or agents are additional insured as respects the GL and AL policies referenced above, but only with respect to the services by the named insured under contract to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

King County Auditor's Office
 King County Courthouse
 Attn: Tina J. Rogers, P.E.; Capitial Projects Oversight Manager
 516 Third Avenue, Room W1033
 Seattle, WA 98104-3272

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

AUTHORIZED REPRESENTATIVE

James L. Vogel

ACORD 25 (2009/09)

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EXHIBIT E – OTHER FORMS

King County Consultant Disclosure



Department of Executive Services
Board of Ethics
 CNK-ES-0131
 401 Fifth Avenue, Suite 131
 Seattle, WA 98104-1818
 206-296-1586 Fax 206-205-0725
 TTY Relay: 711
 board.ethics@kingcounty.gov

Please Read Carefully

No payment will be made to the Consultant until this form has been filed with the Contract and with the King County Board of Ethics

For Board of Ethics use only	
Date Received	_____
Audit Date	_____
Date Closed	_____

Pursuant to King County Code (K.C.C.) 3.04.120, each consultant entering into a contract to provide professional or technical services to the county costing in excess of the amount specified in K.C.C. 4.16.095 shall complete and file this disclosure form with the King County Board of Ethics and the County Executive. Use additional pages, if necessary. Submit two completed forms: file one with the Board of Ethics, Mail Stop CNK-ES-0131, 401 Fifth Avenue, Suite 131, Seattle, WA 98104, and the other with the contract with the Finance and Business Operations Division, Procurement and Contract Services Section, Mail Stop CNK-ES-0340, 401 Fifth Avenue, Suite 340, Seattle, WA 98104.

Unless otherwise required on this form, the information disclosed shall cover the period of 24 months before and including the date of filing of this sworn statement. If the information reported on this form should change, the consultant is required to submit an amended form.

For purposes of this disclosure form, "consultant" means a person (e.g., individual, partnership, association, corporation, firm, institution or other entity as defined in K.C.C. 3.04.017) who by experience, training and education has established a reputation or ability to provide professional or technical services, as defined in K.C.C. 4.16.010, on a discrete, nonrecurring basis over a limited and pre-established term as an independent contractor to the County.

**Please type or print all information, except required signature.
 All incomplete forms will be returned.**

Today's Date: 3/31/11

Contract Number: P43024P Amount of Contract: \$1,519,060.00

Consultant's Name: SAIC Energy, Environment & Infrastructure, LLC

Address: 1001 4th Avenue, Suite 2500 Phone: 206 - 695 - 4700

<u>Seattle</u>	<u>WA</u>	<u>98154-1004</u>
City	State	ZIP Code

Effective Date of Contract: March 16, 2011 Expiration Date of Contract: May 31, 2011

Type of Services Contracted: Brightwater Project Oversight Services

Contracting County Dept.: Dept. of Natural Resources & Parks Division: Wastewater Treatment Division

County Contact Person: Tina J. Rogers, Capital Projects Oversight Manager

Contact Work Phone: 206 - 296 - 0802 Mail Stop: Room W1033

1. List the name of any former county employee who is or will be working for the consultant on this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box:

Name of Former Employee: n/a

Former County Department: _____

Date Terminated / Ended: _____

2. List the name of any former county employee who has a financial or beneficial interest in this contract whose employment with the county ended within two years from the signing of this form. Attach a separate sheet if necessary.

If none, check this box:

Name of Former Employee: n/a

Former County Department: _____

Date Terminated / Ended: _____

3. List any office or directorship in the consultant held by any county employee or member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box:

Office / Directorship: n/a

Name: _____

Relationship to Employee: _____

4. Indicate any financial interest in the consultant held or received by any county employee or any member of his or her immediate family. Attach a separate sheet if necessary.

If none, check this box:

Name: n/a

Relationship to Employee: _____

Percentage of stock or other form of interest in the consultant, if more than 5% (indicate percentage of stock or other interest, amount / value and describe):

Receipt of compensation, gift or thing of value from the consultant (indicate amount / value and describe):

5. List all contracts between the consultant and the county in the five years immediately preceding the presently contemplated contract. Attach a separate sheet if necessary.

If none, check this box:

Contract No.	Type of Service Provided	Amount Paid to Consultant	Duration (From - To)	County Department and Division
	SEE ATTACHED LIST			

6. List any position or positions on any county board or commission, whether salaried or unsalaried, held by any officer or director of the consultant in the five years immediately preceding the presently contemplated contract.

If none, check this box:

Officer / Director Name: n/a

Position: _____

Name of County Board or Commission: _____

7. Is there any other information known to the consultant about any interest or relationship between any county employee, including any member of his or her immediate family and the consultant other than that disclosed above? If so, please explain.

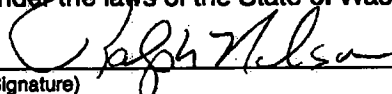
If none, check this box:

n/a

Declaration

I, Ralph D. Nelson, declare under penalty of perjury

(Print name)
under the laws of the State of Washington that the foregoing is true, complete and correct.

 Local Water Section Lead
(Signature) (Title)

Signed this 6th day of April, 2011.
(Month) (Year)

at Seattle, WA
(City) (State)

Alternate Formats Available
206-296-1586 TTY Relay: 711

Independence Statement

5.) List all Contracts between the Consultant and the County in the five years immediately preceding the presently contemplated Contract. Attach a separate Sheet if necessary.

Contract No.	Type of Service Provided	Amount Paid to Consultant	Duration (From - To)	County Dept. & Division	Comments
E23001E	Planning & Design	\$ 3,438,783.10	1/23/2003 - Current	DNRP - Solid Waste Division	Bow Lake Recycling and Transfer Station
E23001F	Planning & Design	\$ 380,237.00	1/23/2003 - Current	DNRP - Solid Waste Division	Bow Lake Recycling and Transfer Station
E23002G	Planning & Design	\$ 7,573,082.21	1/23/2003 - Current	DNRP - Solid Waste Division	Bow Lake Recycling and Transfer Station
E23001H	Planning & Design	\$ 252,639.68	1/23/2003 - Current	DNRP - Solid Waste Division	Bow Lake Recycling and Transfer Station
E23002I	Planning & Design	\$ 167,369.54	1/23/2003 - Current	DNRP - Solid Waste Division	Bow Lake Recycling and Transfer Station
E93023E	Prelim&Final Design, CM Assistance	\$ 1,500,936.54	4/1/2000 - Current	DNRP - Solid Waste Division	Houghton Transfer Station Safety Improvement Project
E33024E	Planning & Design	\$ 1,196,122.98	8/18/2004 - 9/30/2010	DNRP - Solid Waste Division	Cedar Hills Regional Landfill South Flare Station
E53023E	Multidisciplinary Engineering Services for Solid Waste Division Planning & Implementation	\$ 851,439.00	Approx. 9/12/2005 - 7/5/2008	DNRP - Solid Waste Division	Multidisciplinary Engineering Services
E00197E10;	SAIC is a subconsultant to the Prime, Kennedy Jenks	On-Call Contract (Work Order Basis)	12/16/2010 - 12/16/2011	DNRP - Wastewater Treatment Division	SAIC is a subconsultant to Kennedy Jenks on a Management Services on-call for the Wastewater Treatment Division. To date, we have not begun scoping for any work authorizations under this on-call. The services we would provide, if requested, are primarily in the program and asset management areas. None of the services are related to the Brightwater project. Consistent with past occurrences with the oversight consultant (or its subs) working on other aspects of the Brightwater project, we have employed several management practices to remove the possibility of impairment. First, all employees not associated with Brightwater oversight are firewalled off the Brightwater files. Second, the Brightwater oversight employees are firewalled off the project files of any future work assignment under this Management Services on-call. Third, there is no overlap in staffing. No Brightwater oversight consultants will be allowed to work on the

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) R.W. Beck Group, Inc.	
	Business name/disregarded entity name, if different from above SAIC ENERGY, ENVIRONMENT & INFRASTRUCTURE, LLC	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 9400 N Broadway, Suite 300	Requester's name and address (optional)
City, state, and ZIP code Oklahoma City, OK 73114		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">0</td> </tr> </table>	Social security number																				Employer identification number										9	1	-	1	7	0	1	4	3	0
Social security number																																									
Employer identification number																																									
9	1	-	1	7	0	1	4	3	0																																
<p>Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>																																									

Part II Certification	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person (defined below). 	
<p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>	
Sign Here	Signature of U.S. person Date ▶ 3/30/11

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT F – KEY PERSONNEL LIST

EXHIBIT F

Key Personnel List

Art Griffith, Senior Project Manager / Analyst, SAIC Energy, Environment, & Infrastructure, LLC

Tom Jacobs, Senior Consultant, SAIC Energy, Environment, & Infrastructure, LLC

Andy Baker, Civil Engineer, SAIC Energy, Environment, & Infrastructure, LLC

Jessica Dickerson, Administrative Assistant, SAIC Energy, Environment, & Infrastructure, LLC

Dennis Sanders, Construction Manager, SAIC Energy, Environment, & Infrastructure, LLC

Margaret Fulenwider, Senior Associate, Helmes & Co.

David J. Young, Principal Project Manager, Hatch Mott MacDonald

EXHIBIT H – NOVATION AGREEMENT

NOVATION AGREEMENT

The following parties referred to by name below or collectively as "Parties" enter into this Novation Agreement ("Agreement") as of the date executed by the Parties ("Effective Date").

SAIC Energy, Environment & Infrastructure, LLC, a Delaware ~~corporation~~^{LLC} with its principal office at 9400 North Broadway, Suite 300, Oklahoma City, OK 73114, Federal Tax ID No. 20-1659855 ("SEE&I");

King County, Washington a charter county and political subdivision of the State of Washington ("King County"); and

R.W. Beck Group, Inc., a Washington corporation with its principal office at 1001 Fourth Ave, Suite 2500, Seattle, WA 98154, Federal Tax ID No. 91-0883905 ("R.W. Beck")

1. The Parties agree to the following facts:
 - (a) King County has entered into Contract No. P43024P ("Contract") with R.W. Beck. The term "Contract" as used in this Agreement, means the above contract and the related work orders including all modifications and amendments, made between King County and R.W. Beck, on or before the Effective Date.
 - (b) Science Applications International Corporation ("SAIC") acquired R.W. Beck on August 1, 2009. SAIC is now consolidating R.W. Beck into a wholly owned subsidiary, SAIC Energy, Environment & Infrastructure, LLC, identified above as "SEE&I".
 - (c) SEE&I has assumed all obligations and liabilities of R.W. Beck arising under the Contract, by virtue of the above-described consolidation, whether or not performance has been completed, releases executed, and payment made under the Contract.
 - (d) SEE&I is in a position to fully perform all obligations that may exist under the Contract.
 - (e) It is consistent with King County's interest to recognize SEE&I as the successor party to the Contract.
2. In consideration of these facts, the Parties agree as follows:
 - (a) R.W. Beck confirms the acquisition described above and its consolidation with SEE&I, and R.W. Beck waives any claims and rights against King


SEE&I


RW BECK

KING COUNTY

County that it now has or may have in the future in connection with the Contract.

- (b) SEE&I agrees to be bound by and to perform the Contract in accordance with the conditions contained in the Contract. SEE&I also assumes all obligations and liabilities of, and all claims against R.W. Beck under the Contract as if SEE&I were the original party to the Contract.
- (c) SEE&I ratifies all previous actions taken by R.W. Beck with respect to the Contract, with the same force and effect as if the action had been taken by SEE&I.
- (d) King County recognizes SEE&I as R.W. Beck's successor in interest in and to the Contract. SEE&I, by this Agreement, is entitled to all rights, titles, and interests of R.W. Beck in and to the Contract as if SEE&I was the original party to the Contract. Following the Effective Date of this Agreement, the term "Consultant" as used in the Contract, shall refer to SEE&I.
- (e) All payments and reimbursements previously made by King County to R.W. Beck and all other previous actions taken by King County under the Contract shall be considered to have discharged those parts of King County's obligations under the Contract. All payments and reimbursements made by King County after the Effective Date of this Agreement in the name of, or to, SEE&I shall have the same force and effect as if made to R.W. Beck and shall constitute a complete discharge of King County's obligations under the Contract, to the extent of the amounts paid or reimbursed.
- (f) SEE&I and R.W. Beck agree that King County is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the above-described consolidation other than those that King County, in the absence of this Agreement, would have been obligated to pay or reimburse under the terms of the Contract.
- (g) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of King County against R.W. Beck and/or its insurance coverage.
- (h) The Parties agree that the Contract shall remain in full force and effect, except as modified by this Agreement. This Agreement will be attached as an exhibit to Amendment No. 10 to the Contract.


SEE&I


RW BECK

KING COUNTY

3. For the Contract, SEE&I shall:

- (a) Execute an Amendment No. 10 to the Contract, incorporating this Agreement fully and amending Contract Exhibits as appropriate;
- (b) Provide certificates of insurance and endorsements consistent with the obligations contained in the Contract; and W-9, Taxpayer Identification Number and Certification;
- (c) Provide disclosure of any conflict of interest pursuant to the terms of the Contract.
- (d) Complete the Equal Benefits Compliance Declaration form in the new corporate name, consistent with the specific requirements of the Contract.

In consideration of the terms and conditions of this Agreement, King County hereby consents to the foregoing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officers or representatives on the month, days and year written below.

KING COUNTY

R.W. Beck Group, Inc.

By: _____

By: Edward D. Wetzel

Name: _____

Name: Edward D. Wetzel

Title: _____

Title: Senior Vice President

Date: _____

Date: May 9, 2011

SAIC Energy, Environment & Infrastructure, LLC

By: Herschel J. Roberts

Name: Herschel J. Roberts

Title: Exec. Vice President

Date: 5-10-2011

SEE&I
SEE&I

EDW
RW BECK

KING COUNTY